

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 7/26/2012

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

Agreement with LBYD, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with LBYD, Inc. for Engineering Design Services for Goss Road Realignment, Project No. 65-12-SP37

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Engineering services contract for the design of a relocated Goss Road on Redstone Arsenal (RSA) and is part of a commitment in the Annexation and Development agreement between the City and L.W. Redstone Company, LLC as revised per Resolution 12-428. Design services in a lump sum total contract amount of \$122,039.00. Account No. 24-9900-0811-8505

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: SPADA

Date: 7/13/12

revised 3/12/2012

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **7/26/2012**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Engineering Design Services**

Document Name: **LBYD-Goss Road Realignment-Project No. 65-12-SP37**

City Obligation Amount: **\$122,039.00**

Total Project Budget: **\$122,039.00**

Uncommitted Account Balance: **0**

Account Number: **24-9900-0811-8505**

09/11

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating	<i>[Signature]</i>	<i>7/13/12</i>
2) Legal	<i>[Signature]</i>	<i>7/18/12</i>
3) Finance	<i>[Signature]</i>	<i>7/18/12</i>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 12-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement with LBYD, Inc. in the amount of ONE HUNDRED TWENTY-TWO THOUSAND THIRTY-NINE AND .05/100 DOLLARS (\$122,039.05) for Engineering Design Services for Goss Road Realignment, Project No. 65-12-SP37, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between City of Huntsville and LBYD, Inc. for Engineering Design Services for Goss Road Realignment, Project No. 65-12-SP37" consisting of a total of eighteen (18) pages plus sixty-three (63) additional pages consisting of Attachments 1-15, and the date of July 26, 2012 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 26th day of July, 2012.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 26th day of July, 2012.

Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
LBYD, INC.
FOR
ENGINEERING DESIGN SERVICES FOR
GOSS ROAD REALIGNMENT

Project I.D Number 65-12-SP37
July 26, 2012

President of the City Council of the City of
Huntsville, AL
Date: _____ July 26, 2012

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AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
LBYD, INC.
FOR
ENGINEERING DESIGN SERVICES FOR
GOSS ROAD REALIGNMENT

Project I.D Number 65-12-SP37

THIS AGREEMENT made as of the 26th day of July in the year 2012, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and LBYD, INC., (hereinafter called ENGINEER).

WITNESSETH, for the considerations hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER

The OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to provide general engineering and consultation as a representative of the OWNER to include the following:

- 1.1 Professional engineering services for design of Goss Road Realignment as further described in ARTICLE 2, and hereinafter called PROJECT.
- 1.2 By executing this Agreement, the ENGINEER represents to the OWNER that the ENGINEER is a professional qualified to act as the ENGINEER for the PROJECT and is licensed and certified to practice engineering by all public entities having jurisdiction over the ENGINEER and the PROJECT. The ENGINEER further represents to the OWNER that the ENGINEER will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as ENGINEER for the PROJECT until the ENGINEER's remaining duties hereunder have been satisfied. The ENGINEER shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the ENGINEER for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals licensed, certified, and registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. The ENGINEER assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the ENGINEER in connection with the PROJECT.
- 1.3 Execution of this Agreement by the ENGINEER constitutes a representation that the ENGINEER has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. The ENGINEER agrees to provide all necessary engineering services required to professionally accomplish the ENGINEER's defined scope of services.

ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER

- 2.1** ENGINEER shall provide for OWNER professional engineering services for design of Goss Road Realignment.
- 2.2** These services shall include consultation and advice; customary civil services incidental thereto, as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.
- 2.3** Upon the OWNERS authorization, the ENGINEER shall prepare construction documents consisting of drawings and specifications setting forth in detail the requirements for construction of the PROJECT. The ENGINEER warrants that such construction documents are accurate, coordinated and adequate for the construction and in conformity and comply with applicable laws, codes and regulations. Products specified for use shall be readily available unless written authorization to the contrary is given by the OWNER. Products or materials specified by the ENGINEER that are available from only one source shall be justified in writing by the ENGINEER in order to meet applicable federal, state, or local procurement or bid requirements.
- 2.4** The ENGINEER shall prepare appropriate bid alternates as necessary in order to assure that the PROJECT can be awarded within the PROJECT budget limitations.
- 2.5** The ENGINEER shall serve as the OWNER's professional representative in those portions of the PROJECT to which this Agreement applies and shall consult with and advise the OWNER during the performance of these services.
- 2.6** The ENGINEER shall incorporate into its design, and into its final work products, the requirements contained within the OWNER's engineering standards, standard specifications, and design manuals referenced in ATTACHMENT 4. The requirements of the State of Alabama Department of Transportation design standards shall be reviewed for applicability and incorporated into portions of the work where joint participation between the OWNER and the State is applicable. When conflicts are noted between the OWNERS requirements and standards of others, the OWNERS standards shall take precedent. Discrepancies shall be brought to the attention of the OWNER. Deviations from OWNER's requirements shall be identified to the OWNER by the ENGINEER in writing prior to incorporating the changes.
- 2.7** The ENGINEER shall obtain a Utility Project Notification Form (Attachment 10) from all affected utilities on the project by the 60% design review stage. Acceptance shall be provided as a signed original by all affected parties at the 90% design review stage.
- 2.8** The ENGINEER shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the ENGINEER's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.
- 2.9** During the process of design and preparation of the construction documents, the ENGINEER shall review with the OWNER the construction documents, the estimate of probable construction cost, schedule, and other design services issues. Such review shall be, at a minimum, as outlined in ATTACHMENT 4 as 0%, 30%, 60%, and 90% completion stage. Following such reviews, the ENGINEER shall make any appropriate revisions thereto to assure compliance with the OWNER's requirements.
- 2.10** A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the engineering firm shall be required to obtain and pay for all other federal,

state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein.

ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES **OMITTED**

ARTICLE 4 - ADDITIONAL SERVICES

The following services of the ENGINEER are not included in Article 2. Nevertheless, the ENGINEER shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 7, unless otherwise noted.

- 4.1 Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.2 Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.3 Providing additional services for repair or replacement of work damaged by acts of God or other cause during construction provided that such services are required by causes not the responsibility of the ENGINEER, either in whole or in part.
- 4.4 Providing services not otherwise required herein which are made necessary solely by the default of the ENGINEER or major defects or deficiencies in the work of the ENGINEER. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.
- 4.5 Providing expert witness services and other services arising out of claims.
- 4.6 Provide services to stake site during construction.

ARTICLE 5 - RESPONSIBILITIES OF OWNER

The OWNER, without cost to the ENGINEER, will perform the following in a timely manner so as not to delay the services of the ENGINEER:

- 5.1 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 5.2 Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.

- 5.3** Assist the ENGINEER as necessary in acquiring access to and making all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this agreement.
- 5.4** Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 5.5** When requested by the ENGINEER, the OWNER will intercede on the ENGINEER's behalf when data from, or reviewed by third parties is not on schedule through no fault of the ENGINEER
- 5.6** The OWNER's review of any documents prepared by the ENGINEER or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the ENGINEER of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

ARTICLE 6 - PERIOD OF SERVICES

- 6.1** The ENGINEER shall commence services pursuant to this agreement as of July 27, 2012. The final completion date for the completion of design services as outlined in Article 2 shall be November 24, 2012.

The ENGINEER shall perform these services with reasonable diligence and expediency consistent with sound professional practices. The ENGINEER shall include in his schedule an allowance for time required for OWNER's review of submissions and for approvals of authorities having jurisdiction over the PROJECT. When approved by the OWNER, the schedule shall not be exceeded by the ENGINEER, except for cause.

If the ENGINEER becomes aware of delays due to time allowances for review and approval being exceeded, delay by the OWNER, the OWNER's consultants, or any other reason beyond the ENGINEER's control, which may result in the schedule of performance of the ENGINEER's services not being met, the ENGINEER shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the ENGINEER's schedule, the OWNER shall promptly notify the ENGINEER. In either event, the ENGINEER's schedule for performance of its services shall be equitably adjusted.

ARTICLE 7 - PAYMENT TO THE ENGINEER

7.1 BASIC SERVICES

The OWNER shall compensate the ENGINEER for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment of the LUMP SUM AMOUNT OF ONE HUNDRED TWENTY-TWO THOUSAND THIRTY-NINE AND .05/100 DOLLARS (\$122,039.05) for design services as described in Article 2. Additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

7.2 REIMBURSABLE EXPENSES

The scope of work for sub-contracted services is defined in the ENGINEER's scope of services, Attachment 1. The scope includes provisions for administration expenses for subcontracted services and reimbursable direct expenses including but not limited to laboratory tests and analyses; computer services; word processing services; permit fees, bonds, telephone, printing, binding and reproduction charges; and other similar costs. Indirect costs will have administrative fee reimbursements limited to no more than 5%. Direct costs are also limited to no more than 5% reimbursement.

Reimbursable expenses shall be limited during the term of this agreement as stated in Art. 7.1 Basic Services.

7.3 EFFECTIVE DATE

This contract shall have no force or effect unless and until it is executed by the OWNER and the ENGINEER and a properly executed copy is mailed to the ENGINEER with a notice to proceed (NTP). If a NTP is not issued within sixty (60) days commencing from the last date of execution of this CONTRACT by the OWNER and the ENGINEER, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any

payment to the ENGINEER and the ENGINEER will not be obligated to perform any work under said CONTRACT.

PAYMENT SUMMARY

Engineering Design Services – LUMP SUM AMOUNT OF	\$122,039.05
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TOTAL CONTRACT AMOUNT:	<u>\$122,039.05</u>
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ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

8.1.1 The ENGINEER shall submit monthly invoices to the Administrative Officer in the Engineering Department, for the basic services described under Articles 2 and 4 for the design of the PROJECT. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing. Along with each invoice, the ENGINEER must submit a consultant progress report known as Attachment 6. No payment will be made without the consultant progress report completed and attached. Monthly progress reports shall be submitted monthly even if no request for payment is made. If services under Article 4 are included in the invoice for additional services not included under the lump sum provisions, or services billed as time and material, the classification and hours of such persons rendering the services shall be attached to the invoice.

8.1.2 The signature of the ENGINEER on the invoice shall constitute the ENGINEER's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the ENGINEER covered by prior invoices have been paid in full, and that, to the best of the ENGINEER's knowledge, information and informed belief, the amount requested is currently due and owing,

there being no reason known to the ENGINEER the payment of any portion thereof should be withheld. Submission of the ENGINEER's invoice for final payment and reimbursement shall further constitute the ENGINEER's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the ENGINEER to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. ENGINEER must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

8.2 TIME FOR PAYMENT

The OWNER shall make payment for services in Articles 2 and 4 within 60 days of receipt of valid invoice.

8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

In the event the OWNER becomes credibly informed that any representations of the ENGINEER, provided pursuant to Article 8.1.2, are wholly or partially inaccurate, the OWNER may withhold payment of sums then or in the future otherwise due to the ENGINEER until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the ENGINEER to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the ENGINEER.

8.4 REIMBURSABLE EXPENSES

8.4.1 In addition to the requirements set forth in 8.1 above, invoices for reimbursable expenses shall include such documentation as the OWNER may require. Reasonable expenses are limited to the following expenses:

- (a) Transportation outside the immediate Huntsville area (50 mile radius) approved in advance by the OWNER in writing and incurred in connection with the PROJECT; (Per Department of Treasury, Internal Revenue Service Publication 1542, Per Diem Rates, for travel within the continental United States). Refer to website: www.irs.gov/pub/irs-pdf/p1542.pdf for more information.
- (b) Charges for long-distance communications;
- (c) Fees paid for securing approval of authorities having jurisdiction over the PROJECT,
- (d) Actual costs of reproduction for items in excess of those included in the required services;
- (e) Postage and handling charges incurred for drawings, specifications and other documents.

8.4.2 The ENGINEER shall set forth with particularity on its invoice the nature and cost of the expense item being billed, and attach to its invoice the written authorization, if any, required for such item; and shall bill expenses at actual cost or prevailing rate and without the addition of administrative charge, any multiple or surcharge.

8.5 W-9 TAXPAYER FORM

All ENGINEERING FIRMS are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded. No payments of invoices can be made until this

W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be requested from the OWNER or at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

ARTICLE 9 - GENERAL CONSIDERATIONS

9.1 GENERAL

OWNER and ENGINEER agree that the following sections and provisions shall apply to the work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

9.2 SUB-CONTRACTED SPECIALIZED SERVICES

The ENGINEER may sub-contract specialized services required of the PROJECT to competent and experienced sub-consultants approved by the OWNER in writing. As a prime professional, the ENGINEER shall act as OWNER's representative for contracting, directing, and managing the services of sub-consultants. The OWNER shall have the right to reject any consultant provided that the OWNER raises a timely objection. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "7" hereto will be retained by the ENGINEER to provide services with respect to the PROJECT. Expenses payable to the ENGINEER for subcontracted services are limited to no more than 5% of the cost of the subcontracted services.

9.3 PEER REVIEW

The OWNER reserves the right to conduct, at the OWNER's expense, peer review of designs and drawings prepared by the ENGINEER and/or sub-consultant(s) for the PROJECT. The ENGINEER and sub-consultant(s) agree that knowledge and consent to review of their work by other engineers of the OWNER's choosing is hereby given in accordance with the ADMINISTRATIVE CODE (RULES AND REGULATIONS) of the Alabama State Board of Licensure for Professional Engineers and Land Surveyors, Chapter 330-X-14-.06(a) (13) effective January 2008 and as may be amended now or in the future pertaining to the Code of Ethics for review of the work of another engineer.

9.4 CLARIFICATION OF WORK

If reviewing agencies raise questions regarding the work of ENGINEER, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

9.5 CANCELLATION OF WORK

This Agreement may be canceled by either party in the event of default or violation of any of the provisions of this Agreement by the other party, by written notice delivered to the address of record by registered mail giving ten (10) days advance notice of the intention to cancel. In the event of cancellation of this Agreement, ENGINEER shall be paid for all work performed to date of cancellation, less any loss, damage, or liability incurred by reason of default of ENGINEER and all records, data, parameters, design calculations and other information collected or obtained in the performance of this Agreement shall be delivered to OWNER.

9.6 CHANGES

9.6.1 The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of, or time required for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, ENGINEER must assert any claim of ENGINEER for adjustment in

writing within 30 days from the date of receipt unless OWNER grants a further period of time.

- 9.6.2** If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work change for any phase, engineering fees set forth in Article 7 may be renegotiated by the OWNER and ENGINEER.

9.7 ENGINEER'S RECORDS

Documentation accurately reflecting services performed and the time expended by the ENGINEER and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the ENGINEER. The ENGINEER shall maintain record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. All such records and documentation shall be maintained for a minimum of five (5) years after the PROJECT date of final completion or for any longer period of time as may be required by law or good practice. If the ENGINEER receives notification of a dispute or of pending or commencement of litigation during this five-year period, the ENGINEER shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The ENGINEER shall make such records and documentation available to the OWNER upon notice and shall allow the authorized representative(s) of the OWNER to inspect, examine, review and copy the ENGINEER's records at the OWNER's reasonable expense.

9.8 USE AND OWNERSHIP OF DOCUMENTS

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the ENGINEER for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the ENGINEER. The ENGINEER hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the ENGINEER for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The ENGINEER shall be permitted to retain copies thereof for its records. The ENGINEER's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the ENGINEER.

9.9 ESTIMATE OF CONSTRUCTION COST

Since ENGINEER has no control over the construction cost of labor, materials, or equipment, or over the construction contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinion of probable PROJECT cost or construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry; but, ENGINEER cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction cost, he will employ an independent cost estimator.

9.10 TERMINATION FOR CAUSE

This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

9.11 TERMINATION BY THE OWNER WITHOUT CAUSE

The OWNER may terminate this Agreement without cause upon seven (7) days' written notice to the ENGINEER. In the event of such a termination without cause, the ENGINEER shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the ENGINEER shall promptly submit to the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 8.1.

ARTICLE 10 - INDEMNITY AND INSURANCE

10.1 INSURANCE

The ENGINEER shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The ENGINEER shall procure and maintain for the duration of the job until final acceptance by the OWNER, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the ENGINEER, his agents, representatives, employees or subcontractor.

10.2 MINIMUM SCOPE OF INSURANCE:

A. General Liability:

Insurance shall be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERs ENGINEERs Protective Insurance.

B. Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

C. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage shall be maintained for a discovery and reporting period of no less than five (5) years after completion of the professional services and Certificates of Insurance shall be submitted to the OWNER on a yearly basis during this time frame. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject PROJECT. The professional liability insurance shall contain contractual liability coverage. LBYD does hereby indemnify and hold the OWNER harmless only to the extent that LBYD is negligent in their professional services.

D. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

E. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

F. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

10.3 MINIMUM LIMITS OF INSURANCE:

A. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 2,000,000 General Aggregate Limit
\$ 2,000,000 Products - Completed Operations Aggregate
\$ 1,000,000 Personal & Advertising Injury
\$ 1,000,000 Each Occurrence

B. Professional Liability:

Insurance may be made on a "claims-made" basis:

\$ 500,000 Per Claim - Land Surveyors
\$ 1,000,000 Per Claim - Other Professionals

C. Automobile Liability:

\$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

D. Workers' Compensation:

As required by the State of Alabama Statute

E. Employers Liability:

\$ 1,000,000 Bodily Injury by Accident or Disease
\$ 1,000,000 Policy Limit by Disease

10.4 OTHER INSURANCE PROVISIONS:

The OWNER is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the OWNER's best interest. If the insurance requirements are not adjusted by the OWNER prior to the OWNER's release of specifications

with regard to the PROJECT in question, then the minimum limits shall apply. The City of Huntsville/OWNER shall be named on the policies of general liability and automobile insurance and on the certificate of insurance as an Additional Insured. Additional Insured status on the Commercial General Liability policy shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent and coverage shall be afforded on a primary basis.

The policies are to contain, or be endorsed to contain, the following provisions:

A. All Coverage:

The ENGINEER is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewal or materially changed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the OWNER. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the OWNER.

10.5 ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers authorized by the State of Alabama with an A. M. Best rating of A-V or better.

10.6 VERIFICATION OF COVERAGE:

The OWNER shall be indicated as a Certificate Holder and the ENGINEER shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be an original signature. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:

The ENGINEER shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the extent of the coverage set forth in this Article 10.

10.8 HOLD HARMLESS AGREEMENT:

A. Other Than Professional Liability Exposures:

The ENGINEER, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNER, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) is caused by any negligent act or omission of the ENGINEER or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate,

abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

B. Professional Liability:

The ENGINEER agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) actually or allegedly arising out of, or resulting from, the professional services of the ENGINEER or the ENGINEER's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts, errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and sub consultants against all damages, liabilities or cost including reasonable attorney's fees and defense cost, to the extent caused by the OWNER's negligence acts in connection with the PROJECT and acts of its contractors, subcontractors, or consultants or anyone for whom the client is legally liable.

To the fullest extent permitted by law, the ENGINEER shall defend, protect, indemnify, and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER in writing. If the ENGINEER has reason to believe the use of a required design, process or product is an infringement of a patent, the ENGINEER shall be responsible for such loss unless such information is promptly given to the OWNER.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 GOVERNING LAW

This Agreement shall be governed by the law of the State of Alabama.

11.2 INTENT AND INTERPRETATION

11.2.1 The intent of this contract is to require complete, correct and timely execution of the work. Any work that may be required, implied or inferred by the contract documents, or any one or more of them, as necessary to produce the intended result shall be provided by the ENGINEER.

11.2.2 This contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by the contract.

11.2.3 When a word, term or phrase is used in this contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the engineering industry; and third, if there is no generally

accepted meaning in the engineering industry, according to its common and customary usage.

11.2.4 The words "include", "includes", or "including", as used in this contract, shall be deemed to be followed by the phrase, "without limitation".

11.2.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this contract.

11.2.6 Words or terms used as nouns in this contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

11.3 TIME IS OF THE ESSENCE

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The ENGINEER understands and acknowledges that time is of the essence in completion of the PROJECT and that the OWNER will incur damages if the PROJECT is not completed on time.

11.4 SUCCESSORS AND ASSIGNS

The ENGINEER shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and the ENGINEER, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

11.5 THIRD-PARTY BENEFICIARIES

L.W. Redstone, LLC and the United States of America through the Secretary of Department of the Army (Army) are considered to be third party beneficiaries to this Agreement. Otherwise, this Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor of, any third party, other than L. W. Redstone, LLC and the Army against the OWNER or the ENGINEER.

11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

All information, documents, and electronic media, computer source code furnished by the OWNER to the ENGINEER belong to the OWNER, are considered proprietary and confidential, unless otherwise indicated by the OWNER, and are furnished solely for use on the OWNER's PROJECT. Such information, documents, and electronic media, computer source code shall be kept confidential by the ENGINEER, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the ENGINEER on any other PROJECT or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance.

11.7 SUBCONTRACT REQUIREMENTS

The ENGINEER shall include the terms and conditions of this Agreement in every subcontract or agreement with a consultant for this PROJECT so that these terms and conditions shall be binding upon each subcontractor or consultant. The subcontractor(s)/consultant(s) will maintain all licenses and certifications to practice engineering by all public entities having jurisdiction over the PROJECT. The subcontractor(s)/consultant(s) further represent to the OWNER that the subcontractor(s)/consultant(s) will maintain all necessary licenses, certifications, permits or other authorizations necessary for the PROJECT until the remaining duties hereunder have been satisfied.

11.8 NOTICES

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by facsimile to 256-427-5325, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 320 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered or delivered by facsimile, shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

11.9 STRICT COMPLIANCE

No failure of the OWNER to insist upon strict compliance by the ENGINEER with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the ENGINEER's obligations.

11.10 WAIVER

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

11.11 SEVERABILITY

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

11.12 ETHICS

The ENGINEER shall not offer or accept any bribes or kickbacks from or to any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the PROJECT. The ENGINEER shall not confer on any governmental, public or quasi-public official having any authority or influence over the PROJECT any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised. The ENGINEER shall not, without the express written permission of the OWNER, engage or recommend to the OWNER engagement of any consultant, trade contractor, subcontractor, or supplier to provide services on behalf of the ENGINEER, OWNER or PROJECT in which the ENGINEER has a direct or indirect proprietary or other pecuniary interest; or call for the use of or by exclusion require or recommend the use of products, materials, equipment, systems, processes or procedures in which the ENGINEER or in which any consultant, trade contractor, subcontractor, or supplier of the ENGINEER has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the

ENGINEER and the ENGINEER'S subconsultants shall not offer services to the OWNER'S contractor.

11.13 ALABAMA IMMIGRATION ACT

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2012-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts as a condition of the contract performance. As a condition of this agreement, pursuant to Act No. 2012-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, compliance with this requirement shall be done by the ENGINEER by completion of the "City of Huntsville, Alabama Report of Ownership Form" listed as Attachment 2 in this agreement and returning the completed form to the Engineering Division either by fax to 256/427-5325 to the attention of Mary Hollingsworth, hand delivery or mail to: City of Huntsville Engineering Division, P. O. Box 308, Huntsville, AL 35804, or via email to Mary.Hollingsworth@huntsvilleal.gov. The form shall be returned at the time of the signing of the contract by the ENGINEER and must be submitted before the contract is presented to the City of Huntsville City Council for approval.

11.14 E-VERIFY – NOTICE

The ENGINEER shall enroll, and shall remain enrolled for the duration of this contract, in a designated employment eligibility verification system (E-Verify) in accordance with the City of Huntsville Ordinance 09-735. If the ENGINEER uses subcontractors in connection with the performance of work herein and the value of the subcontract exceeds \$3,000, the subcontractor shall also comply with this ordinance. The ENGINEER shall include specific written notice in all requests for bids or proposals prepared by the ENGINEER that contractors and any subcontractors are required to enroll in the E-verify program as required by the ordinance. Failure to comply with the requirements of the ordinance shall be a material breach of the contract.

As a condition of this agreement, pursuant to 8 U.S.C. § 1324a, LBYD, Inc., hereby certifies that it has not knowingly employed, recruited, referred for a fee, or contracted with an unauthorized alien, with respect to employment in the United States. Further, LBYD, Inc. hereby certifies that it has enrolled in the City of Huntsville designated employment eligibility verification system in accordance with Ordinance 09-735 and will maintain enrollment throughout the term of this contract.

LBYD, INC.-CIVIL & STRUCTURAL ENGINEERS
(Company)

BY: 
(Authorized Representative)

11.15 ENTIRE AGREEMENT

This Agreement represents the entire agreement between the OWNER and the ENGINEER and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both OWNER and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:
CITY OF HUNTSVILLE

BY: _____
Tommy Battle

TITLE: _____
Mayor

ATTEST: _____

Given under my hand this _____ day

Of _____, 2012.

Notary Public

My commission expires _____

ENGINEER:
LBYD, INC.

BY: _____
Richard A. Nail

TITLE: _____
Senior Principal

ATTEST: _____

Given under my hand this 18th day

Of July, 2012.

Margaretburg
Notary Public

My commission expires 3/24/15

State of Alabama
County of Jefferson

ATTACHMENT 1-SCOPE OF SERVICES

(Refer to Letter dated July 6, 2012 from Richard A. Nail to Ron Adams and attachments).

Proposal for Civil Engineering Services

Date

July 6, 2012

Project No.

302-10-002A

To

City of Huntsville

Urban Development Department

Engineering Division

P.O. Box 308

Huntsville, AL 35804-0308

Project

Redstone Gateway

RSA Goss Road Re-Alignment

Civil Construction Documents



Attention

Ron Adams

From

Rick Nail

Transmitting Via: ☐ Facsimile☒ Email☐ U.S. Mail☐ Delivery

Project Description

It is our understanding that the project will be for the Redstone Arsenal portion of the Goss Road Re-Alignment associated with the Redstone Gateway Package 1E Improvements to Rideout Road. This roadway re-alignment will consist of approximately 5,600 LF of 2-lane roadway with associated turn lanes and a temporary traffic signal on Rideout Road (note that this signal will be modified at the final build out of Rideout Road when Gate 9 is moved) based on a preliminary design prepared by Redstone Arsenal Directorate of Public Works dated September 9, 2011. We will be utilizing a previous geotechnical exploration prepared for Redstone Arsenal. We will be subcontracting with Busbln Engineering, Inc. for the surveying. The Package 1E drawings design by LBYP will be closely coordinated with this work. We will be subcontracting with Skipper Consulting for the temporary traffic signal design and with Greenview Studio for the evergreen buffer screen wall between the golf course greens and Goss Road. LED Street lighting design and associated electrical work for the Irrigation system and traffic signal will be subcontracted to TetraTech.

Construction administration services will be provided under a separate proposal upon request.

Scope of Services

Partial Topographic Survey

This task includes obtaining the a partial topographic survey with spot elevations on approximately a 50' grid and locating all existing utilities both from field obtained data and utility company records based on the previous survey work provided by Redstone Arsenal. No boundary work will be provided since this project is in Federal land and is internal to the base. All other existing improvements will be located on the subject property with spot elevations at any improvement or any change in grade. LBYP, Inc. will associate with a registered land surveyor for these services.

~~Preliminary Roadway Plans - RSA Goss Road Re-Alignment¹~~

~~This task involves the preparation of the preliminary design plans and will be utilized as the basis for the construction document phase. The detailed task scope is as follows:~~

- ~~• Coordinate with LW Redstone, Redstone Arsenal, City of Huntsville, and Huntsville Utilities~~
- ~~• Preparation of the preliminary plans~~
 - ~~• Preliminary layout plan~~
 - ~~• Preliminary striping plan~~
 - ~~• Preliminary roadway plan and profiles~~
 - ~~• Preliminary cross sections~~
 - ~~• Preliminary storm water analysis~~

LBYP, Inc. • 305 Church Street, S.W., Suite 719 • Huntsville, Alabama 35801 • Phone (256) 533-1575 • Fax (256) 533-1744

Birmingham

Atlanta
www.lbyd.com

Huntsville

Proposal for Civil Engineering Services
Ron Adams
July 6, 2012

Page 2 of 4

1. This work has been credited to the project due to all of the preliminary work that Redstone Arsenal has prepared.

Construction Documents – RSA Goss Road Re-Alignment

This task involves the preparation of the construction design documents for approvals from Redstone Arsenal, and the City of Huntsville; and for the site work infrastructure construction associated with this project. The detailed task scope is as follows:

- Coordinate with LW Redstone, Redstone Arsenal, City of Huntsville, and Huntsville Utilities
- Site work and temporary traffic signal specifications along with the front end documents, bid proposal form, etc. for this bid package
- Preparation of the design plans
 - Dimensional layout and coordinate plan
 - Striping and signage plan
 - Traffic control plan
 - Detour plan for Goss Road
 - Roadway typical sections
 - Roadway plan and profiles
 - Roadway cross sections
 - Temporary traffic signal design with associated electrical work
 - Grading and drainage plan
 - Storm drainage profiles and calculations
 - Utility plan showing utility line relocations along with coordination with utility companies and the 13MP duct bank
 - LED street lighting design and associated electrical work
 - Erosion control and sedimentation plan
 - Civil details
 - Landscape & Irrigation with associated electrical work plans to create a ±1,500 LF evergreen buffer screen between the golf course greens and Goss Road
- Preparation of the Notice of Intent (NOI) permit for approval from the Alabama Dept. of Environmental Management (ADEM). Required inspections, observations, and reporting are not included.
- Coordination with the City's Project Manager
- Submittals for approval to the appropriate review agencies
- Provide construction cost estimate
- Provide project specifications
- Bidding and negotiating (attend one pre-bid and one pre-construction conference)

Special Services: The following services are not included in this scope of services.

- Boundary, foundation, as built surveys, and/or construction staking
- Mass grading plans or detailed construction plans on any future phases
- Rideout Road final improvements for ultimate build out or any future improvements to Overlook Road and Gate 9 relocations
- No sanitary sewer design
- Huntsville Utilities Power Sub Station
- Construction administration services or City's Project Manager
- ADEM NOI inspections or monitoring
- Updates or modifications to the Environmental Assessment (EA) of the North Rideout Road Enhanced Use Lease Site Development at Redstone Arsenal, AL dated November 2008 or the Record of Environmental Consideration (REC) dated April 2011
- Construction testing

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Proposal for Civil Engineering Services**Page 3 of 4****Ron Adams****July 6, 2012**

- Bonds
- Major revisions or changes in scope related to changes initiated by Redstone Arsenal, City of Huntsville, and/or the Contractor

Fee Arrangement

Our fees for these engineering services will be a lump sum fee as listed below and as further described in the Design Services Agreement between the City of Huntsville and LBYD:

• Preliminary design	\$ 19,340¹
• Construction documents	\$ 83,200
• Subcontracted services ²	
o Traffic consulting and design	\$ 10,485.30
o Partial topographic survey	\$ 3,895.50
o Landscape and Irrigation design	\$ 8,925
o Street light design and associated electrical design	\$ 14,453.25
• Reimbursable expense allowance ³	\$ 1,080

1. This work has been credited to the project due to all of the preliminary work that Redstone Arsenal has prepared.
2. These fees have a 5% markup placed on them. See the attached sub-consultant contracts for additional information on Skipper Consulting, Busbin Engineering, GreenView Studio, and TetraTech, Inc.
3. This allowance is for LBYD.

See the Payment Terms section below for interest terms, conditions, and amounts. These fees are based on the scope of services described above and the reimbursable expenses shown below. Any restrictions placed on the allowable reimbursable expenses may result in a change to the fee. If the scope of the project and/or budget changes, the fee shall be subject to renegotiation. Any additional required services will be compensated as shown in the hourly rate schedule.

Hourly Rate Schedule

Senior Principal	\$200.00 per hour	Project Engineer, PM	\$125.00 per hour
Design Engineer	\$100.00 per hour	Engineer Tech/CADD	\$90.00 per hour
Clerical	\$70.00 per hour		

Customary hourly rates for categories of staff are given above. These hourly rates are good for 1 year from the date of this contract and maybe adjusted after this term in accordance with our overall personnel and salary policy. However, in no case will this adjustment be more than a 10% increase.

Reimbursable Expenses

Mileage Expense	\$ 0.50 per mile or current IRS rate
Other Expenses	1.05 x Actual Cost
CADD plotting	1.05 x Actual Cost

Refer to Article 7.2 of the Design Services contract between the City of Huntsville and LBYD for all reimbursable terms. Note that permitting fees or application fees will be paid for by LBYD, Inc. and will be reimbursed by the City. LBYD has assumed that we will provide all printing.

Payment Terms

Invoices for services will be submitted monthly and are due upon receipt. Billing will be for the percentage of services completed through the Invoice date. Invoice shall be considered past due if not paid within 60 days of the Invoice date and subject to interest starting on the 61st day. A monthly service charge of 10.0% (true annual LBYD, Inc. • 305 Church Street, S.W., Suite 719 • Huntsville, Alabama 35801 • Phone (256) 533-1575 • Fax (256) 533-1744

Proposal for Civil Engineering Services
Ron Adams
July 6, 2012

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rate) of the unpaid balance will be added to past due accounts. Interest for this design package will be calculated on a monthly basis for the design services rendered the preceding month. The maximum interest payment will not exceed **\$795** per month when the contract is billed out at 100%. Refer to Article 7 and Article 8 of the Design Services contract between the City of Huntsville and LBYD for additional payment terms and conditions.

Other Terms and Conditions

Refer to the Design Services contract between the City of Huntsville and LBYD for all terms of the contract.


Signatures

For LBYD, Inc.



Richard A. Nail II, PE, LEED AP (AL #23130)
Senior Principal

For City of Huntsville


Accepted

7/13/12
Date

Copy To: File

7/6/2012

City of Huntsville Engineering Division

3:13 PM

Project No.	65-11-SP
Project Name	RSA Goss Road Re-Alignment
Description	Goss Road Re-Alignment
Scope of Work	Re-align Goss Road +/-1 mile south of current locaiton on Rideout Road
Project Length	5,600 LF
C.O.H. Project Engineer	Chris McNeese
Engineering Consultant	LBYP, Inc. Civil & Structural Engineers

GRAND TOTAL OF FEE PROPOSAL

	Labor Cost	Out-of-pocket Expenses	Fee
Corridor Study	\$0.00	\$0.00	\$0.00
Field Surveys	\$0.00	\$0.00	\$0.00
Preliminary Roadway Plans	\$19,340.00	\$0.00	\$19,340.00
Preliminary Bridge Plans	\$0.00	\$0.00	\$0.00
Right-of-Way Map, Tract Sketches and Deeds	\$0.00	\$0.00	\$0.00
Roadway Plans	\$120,959.05	\$1,080.00	\$122,039.05
Bridge Plans	\$0.00	\$0.00	\$0.00
Drainage Plans	\$0.00	\$0.00	\$0.00
Sanitary Sewer Plans	\$0.00	\$0.00	\$0.00
Environmental	\$0.00	\$0.00	\$0.00
GRAND TOTAL FEE			\$141,379

M

M

\$122,039.05

LABOR RATES	Effective Time Period	120 days from date of contract with the City
Classification	Hourly Rate	Assigned Personnel
Project Engineer	\$125.00	Brian Hatcher, PM
Environmental Scientist		
Design Engineer	\$100.00	Taylor Eidson & Ben Jones
Engineer Tech. / CADD	\$90.00	Michael Hermecz
Clerical	\$70.00	Angela Shelton
PLS		
Survey Crew		

[Signature]

Signed _____ Date 7/6/2012

Senior Principal

Position/Title

7/6/2012

City of Huntsville Engineering Division

2:33 PM

Project No. 65-11-SP				
Project Name RSA Goss Road Re-Alignment				
Description Goss Road Re-Alignment				
Scope of Work Re-align Goss Road +/-1 mile south of current locaiton on Rideout Road				
Project Length 5,600 LF				
C.O.H. Project Engineer Chris McNeese				
Engineering Consultant LBYD, Inc. Civil & Structural Engineers				
PRELIMINARY ROADWAY & BRIDGE PLANS		Project Engineer	Design Engineer	Engineer Tech. / CADD
Roadway				
Phase I		ESTIMATED MAN-DAYS		
1. Assemble and review all existing studies, plans and reports		1.00	0.50	0.25
2. Develop design criteria for all roadways and submit to C.O.H.		0.50	0.00	0.00
3. Perform conceptual traffic analysis for the design year		0.00	0.00	0.00
4. Establish conceptual design alternates		1.00	1.00	1.00
5. Develop typical sections		0.50	0.25	0.00
6. Review/confirm location of grade separations		1.50	1.00	1.00
7. Identify potential hazardous waste sites		0.00	0.00	0.00
8. Coordinate with railroad, utility and other companies as needed		2.00	1.00	0.50
9. Meet with C.O.H. to determine alternates to be carried forward		0.50	0.00	0.00
Phase I Totals		7.00	3.75	2.75
Phase II				
1. Prepare preliminary design plans of selected alternates		2.00	1.00	0.50
2. Make adjustments in main roadway profile to optimize its location		1.00	0.50	0.00
3. Place existing and proposed major drainage facilities on layout		1.00	0.50	0.00
4. Submit ROW and utility cost estimates		0.00	0.00	0.00
5. Prepare and submit traffic analysis report		0.00	0.00	0.00
6. Prepare cost estimate for each alternate		0.00	0.00	0.00
7. Present preliminary design plans to C.O.H. for review		0.50	0.00	0.00
8. Attend and present the preliminary plans at Public Involvement Meeting		0.00	0.00	0.00
9. Analyze and resolve comments from Public Involvement Meeting		0.00	0.00	0.00
10. Meet with C.O.H. to determine design to be carried forward		0.50	0.50	0.00
Phase II Totals		5.00	2.50	0.50
Phase III				
1. Provide C.O.H. with 3 sets of plans for the entire project		0.00	0.00	0.00
2. Perform access study by developing alternates to provide access		0.00	0.00	0.00
3. Compare cost of providing access vs. cost of damages for loss of access		0.00	0.00	0.00
4. Provide recommendations for providing access to each tract in a report		0.00	0.00	0.00
Phase III Totals		0.00	0.00	0.00

7/6/2012

City of Huntsville Engineering Division

2:33 PM

PRELIMINARY ROADWAY & BRIDGE PLANS	Project Engineer	Design Engineer	Engineer Tech. / CADD
Phase IV			
1. Make necessary revisions/complete preliminary design plans	0.00	0.00	0.00
2. Submit locations of haz. mat. sites & UST's to the C.O.H.	0.00	0.00	0.00
3. Make appropriate revisions to cost estimate	0.00	0.00	0.00
4. Present preliminary plans to C.O.H. for review			
5. Attend Design Hearing		0.00	0.00
6. Analyze and resolve comments from Design Hearing	0.00	0.00	0.00
7. Provide narrative of sequence of construction concept			
8. Provide conceptual signing plans			0.00
9. Present preliminary design plans and recommendations to C.O.H.			
10. Furnish deliverables to C.O.H. at completion of project		0.00	0.00
		0.00	0.00
Phase IV Totals	0.00	0.00	0.00
PRELIMINARY ROADWAY TOTALS	12.00	6.25	3.25
Bridge			
1. Prepare preliminary span layouts (TS&L) plans for all required bridges	0.00	0.00	0.00
2. Furnish preliminary cost estimates of each alternative bridge	0.00	0.00	0.00
	0.00	0.00	0.00
PRELIMINARY BRIDGE TOTALS	0.00	0.00	0.00
PRELIMINARY PLANS TOTALS	12.00	6.25	3.25

2:34 PM

Project No.	65-11-SP
Project Name	RSA Goss Road Re-Alignment
Description	Goss Road Re-Alig
Scope of Work	Re-align Goss Roa
Project Length	5,600 LF
C.O.H. Project Engineer	Chris McNeese
Engineering Consultant	LBYD, Inc. Civil & Structural Engineers
Out-of-pocket Expenses (Preliminary Roadway Plans)	

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets per Set	Total Sheets	Cost per Sheet	Total
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction C					\$ -

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ -

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses	\$ -
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Comments:

7/6/2012

City of Huntsville Engineering Division

2:34 PM

Project No. 65-11-SP			
Project Name RSA Goss Road Re-Alignment			
Description Goss Road Re-Alignment			
Scope of Work Re-align Goss Road +/-1 mile south of current locaiton on Rideout Road			
Project Length 5,600 LF			
C.O.H. Project Engineer Chris McNeese			
Engineering Consultant LBYD, Inc. Civil & Structural Engineers			
Fee Proposal (Preliminary Roadway Plans)			
PERSONNEL COST			
	Man-days	Daily Rate @ 8hrs/day	
Project Engineer	12.00	\$ 1,000.00	\$ 12,000.00
Design Engineer	6.25	\$ 800.00	\$ 5,000.00
Engineer Tech. / CADD	3.25	\$ 720.00	\$ 2,340.00
Clerical	0.00	\$ 560.00	\$ -
Sub-Total			\$ 19,340.00
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ -
TOTAL LABOR			\$ 19,340.00



Project No. 65-11-SP							
Project Name RSA Goss Road Re-Alignment							
Description Goss Road Re-Alignment							
Scope of Work Re-align Goss Road +/-1 mile south of current locaiton on Rideout Road							
Project Length 5,600 LF							
C.O.H. Project Engineer Chris McNeese							
Engineering Consultant LBYD, Inc. Civil & Structural Engineers							
ROADWAY PLANS	# OF SHEETS	ESTIMATED MAN-DAYS					
		Project Engineer		Design Engineer		Engineer Tech. / CADD	
		DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL
SHEET TITLE							
TITLE SHEET	1.00	0.25	0.25	0.25	0.25	0.25	0.25
INDEX SHEET	1.00	0.25	0.25	0.50	0.50	0.00	0.00
PROJECT NOTE SHEET	1.00	0.25	0.25	0.50	0.50	0.00	0.00
PLANS LEGEND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TYPICAL SECTIONS							
Main Roadway	1.00	0.50	0.50	1.00	1.00	0.25	0.25
Cross Roads	1.00	0.50	0.50	0.25	0.25	0.25	0.25
Detour & Misc.	1.00	0.50	0.50	0.50	0.50	0.25	0.25
Ramps	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUMMARY SHEET							
Main Summary	1.00	0.50	0.50	1.00	1.00	0.00	0.00
SUMMARY BOX SHEETS							
Roadway Pipe	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Culvert Extension, New Culvert	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bridge Culvert Extension, New Bridge Culvert	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Guardrail	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Slope Paving (Under Bridges)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Side Drain Pipe	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Base & Pavement	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bridge	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Striping & Pavement Markings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Curb & Gutter	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bridge End Slabs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Roadway Lighting	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sidewalk	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Slope Paving (Ditches)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ditch Summary	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Concrete Safety Barrier	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Retaining Wall	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Misc. Boxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Erosion Control	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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City of Huntsville Engineering Division

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ROADWAY PLANS		# OF SHEETS	ESTIMATED MAN-DAYS					
			Project Engineer		Design Engineer		Engineer Tech. / CADD	
			DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL
SHEET TITLE								
PLAN & PROFILE								
Main Roadway	5.00	1.00	5.00	0.50	2.50	0.25	1.25	
Crossroads	1.00	0.50	0.50	0.50	0.50	0.25	0.25	
Detours	1.00	0.50	0.50	0.50	0.50	0.25	0.25	
Retaining Walls	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
PAVING LAYOUT								
Main Roadway	4.00	0.75	3.00	2.25	9.00	0.25	1.00	
Crossroads	1.00	0.50	0.50	1.00	1.00	0.00	0.00	
Intersections	2.00	0.50	1.00	1.50	3.00	0.00	0.00	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
INTERCHANGES								
Geometrics	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Ramps Profiles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Site Grading	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Cross Sections	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Signing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TRAFFIC CONTROL								
Sequence of Construction	1.00	1.00	1.00	1.00	1.00	0.00	0.00	
Summary & notes	1.00	1.00	1.00	0.50	0.50	0.00	0.00	
Typical Section Sketches	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Signing Layout	1.00	0.50	0.50	1.00	1.00	0.00	0.00	
Special Drawings	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
STRIPING & SIGNING								
Signing, Striping & Pavement Markers Layout	3.00	0.50	1.50	0.75	2.25	0.25	0.75	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
SIGNALIZATION								
Signal Layout (1 per site)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Traffic Analysis	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Traffic Counts (1 per site)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Signal Warrant Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Special Details	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
UTILITY SHEETS								
Utility Sheets	4.00	0.25	1.00	1.50	6.00	0.25	1.00	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
DRAINAGE SECTIONS								
Pipe&Culvert X-Sect./Profiles	2.00	0.75	1.50	0.75	1.50	0.00	0.00	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
LIGHTING								
Plan Layout	2.00	0.75	1.50	1.00	2.00	0.00	0.00	
Special Details	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
EROSION CONTROL								
Erosion Control Layout	3.00	0.50	1.50	0.50	1.50	0.25	0.75	

7/6/2012

City of Huntsville Engineering Division

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ROADWAY PLANS SHEET TITLE	# OF SHEETS	ESTIMATED MAN-DAYS					
		Project Engineer		Design Engineer		Engineer Tech. / CADD	
		DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL
Erosion Control Details	1.00	0.25	0.25	0.25	0.25	0.25	0.25
ROADWAY CROSS SECTIONS							
Main Roadway	4.00	0.25	1.00	0.25	1.00	1.00	4.00
Crossroads	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Earthwork Balancing	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUB-TOTAL	43.00		24.00		37.50		10.50
REVIEW MEETINGS							
Design Criteria/Kickoff			0.00		0.00		0.00
30% Review			1.00		0.00		0.00
60% Review			0.50		0.50		0.00
90% Review			0.50		0.50		0.00
Stormwater Permits			2.00		2.00		0.00
Drainage Report			4.00		2.00		0.00
Cost Estimates			5.00		4.00		2.00
Design Hearing			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
SUB-TOTAL			13.00		9.00		2.00
TOTAL MAN-DAYS			37.00		46.50		12.50

7/6/2012

City of Huntsville Engineering Division

3:07 PM

Project No. 65-11-SP			
Project Name RSA Goss Road Re-Alignment			
Description Goss Road Re-Alignment			
Scope of Work Re-align Goss Road +/-1 mile south of current locaiton on Rideout Road			
Project Length 5,600 LF			
C.O.H. Project Engineer Chris McNeese			
Engineering Consultant LBYD, Inc. Civil & Structural Engineers			
Fee Proposal (Roadway Plans)			
PERSONNEL COST			
	Man-days	Daily Rate @ 8hrs/day	
Project Engineer	37.00	\$ 1,000.00	\$ 37,000.00
Design Engineer	46.50	\$ 800.00	\$ 37,200.00
Engineer Tech. / CADD	12.50	\$ 720.00	\$ 9,000.00
Clerical	0.00	\$ 560.00	\$ -
Sub-Total			\$ 83,200.00
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Skipper Consulting - traffic signal design			\$ 9,986.00
Busbin Engineering - partial topographic survey			\$ 3,710.00
GreenView Studio - landscape & irrigation design for buffer			\$ 8,500.00
TetraTech, Inc. - street light design & associated electrical			\$ 13,765.00
			\$ -
Subconsultant Administration Expense (5%)			\$ 1,798.05
Sub-Total			\$ 37,759.05
TOTAL LABOR			\$ 120,959.05

7/6/2012

City of Huntsville Engineering Division

3:13 PM

Project No.	65-11-SP
Project Name	RSA Goss Road Re-Alignment
Description	Goss Road Re-Alignment
Scope of Work	Re-align Goss Road +/-1 mile south of current locaiton on Rideout Road
Project Length	5,600 LF
C.O.H. Project Engineer	Chris McNeese
Engineering Consultant	LBYD, Inc. Civil & Structural Engineers
Out-of-pocket Expenses (Roadway Plans)	

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets per Set	Total Sheets	Cost per Sheet	Total
30% design review	4	60	240	\$ 0.90	\$ 216.00
60% design review	4	60	240	\$ 0.90	\$ 216.00
90% design review	4	60	240	\$ 0.90	\$ 216.00
100% design review	4	60	240	\$ 0.90	\$ 216.00
Bid set	2	60	120	\$ 0.90	\$ 108.00
Issued for construction	2	60	120	\$ 0.90	\$ 108.00
Total Printing/Reproduction C					\$ 1,080.00

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ -

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses **\$ 1,080.00**

Comments:

24"x36" size (43 sheets LBYD, 2 sheets Busbin, 6 sheets GreenView, 4 sheets Skipper, 5 sheets TetraTech)

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement, (hereinafter "Agreement"), is made by and between **LBYP, Inc.** ("Client"), doing business at 305 Church Street SW, Suite 719, Huntsville, Alabama 35801 and, **Skipper Consulting, Inc.** ("Consultant"), doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

1. SCOPE AND PARAMETERS OF SERVICE: The parties hereto agree as follows: Client requires professional engineering services to undertake traffic signal design services for your Goss Road Relocation project in Huntsville, Alabama. The Consultant shall be authorized to start work on the services outlined in this Agreement upon execution of this Agreement. The Client and Consultant agree this Agreement, together with Exhibit A referred to herein; constitute the entire Agreement between them relating to services to be provided hereunder.

It is understood that the Consultant would be a subcontractor to the Client for the City of Huntsville. It is also understood the Client has entered into a contract with the City of Huntsville to provide services to include the tasks outlined in this agreement. As a subcontractor to the Client, the Consultant agrees to adhere to the terms and conditions as required by the City of Huntsville. Although the Consultant consents to adhere to the terms and conditions included in the contract between the Client and the City of Huntsville, the Consultant assumes no responsibility for work performed by the Client or other parties contracted for this project.

PROFESSIONAL SERVICES: The Consultant agrees to perform the following Services under this Agreement:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED IN THIS AGREEMENT AS IF SET FORTH VERBATIM HEREIN.



2. CLIENT'S RESPONSIBILITIES: Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in its files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.



The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.



3. COMPENSATION, BILLING, PAYMENT, AND PERFORMANCE SCHEDULE: Skipper Consulting Inc. will, on behalf of LBYP, Inc., undertake the work outlined in Exhibit "A" on fixed fee basis as follows:

<u>Work Task</u>	<u>Services Fees</u>
Traffic Signal Design (Rideout Road at Goss Relocation)	
Traffic Signal Design Services (one location)	\$ 9,986.00

 The CLIENT will be billed monthly based on the work completed during the billing period. ~~Invoices are payable within 30 days from the receipt by the CLIENT, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the CLIENT other than those conditions, if any, specifically set forth in this Agreement.~~ 

If complications or other unforeseen factors cause a change in the scope of work outlined in Section 1 and/or Exhibit "A", the Consultant will notify the Client in writing of the changes and any adjustments to the fee required by such change. If the Client wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant is prepared to amend this Agreement or submit a proposal for the additional work.

 If for any reason, payment for invoices reaches more than 15 days past the due date, the Consultant shall have the right to stop work on the assignment until such payment is made. ~~All past due invoices shall accrue interest at the rate of 1.5% per month. The Consultant will not be liable for any delays to project schedules caused by such work stoppage. Furthermore, should the Consultant be required to take legal action including, but not limited to, suit to collect for services, the client shall be responsible for all costs and reasonable attorney fees in the collection of all amounts due for services rendered under this Agreement, or any amendment hereto.~~ 

 **4. STANDARD TERMS AND CONDITIONS:** Services provided by the Consultant shall be performed based on standard professional practices exercised by the transportation engineering and planning profession and upon standards within the locality where the services are provided. 

Consultant's relationship to Client shall at all times be that of an independent contractor, and at all times this relationship shall be governed by, and in strict accordance with, Client's contract with the Consultant. Neither this Agreement nor any services performed pursuant to this Agreement shall be deemed to create an employment relationship between Consultant and Client. Client shall be separately and exclusively responsible for the acts and omissions of its employees. Furthermore, no employee, agent, officer or representative of the Consultant shall have individual liability or responsibility to the Client, and the Consultant shall in no way be liable to any third party who may claim to rely on the Consultant's services provided hereunder to the Client.

The Client shall, without limitation, have final right of review and approval of all plans and specifications that shall be the essence of this Agreement; however, review and approval shall not be withheld unreasonably.

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

This Agreement may be terminated by either party upon 10 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination of this Agreement due to the fault of someone other than the Consultant, Consultant shall be paid for services performed to termination date, including reimbursements then due, and the Consultant shall be paid for all costs and reasonable attorney fees in collection thereof.

The Consultant agrees to furnish consulting services only as may be required for any and all of Client's work. Consultant shall be responsible for coordination of his work with that of Client.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party by an authorized representative of each party.

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

The Consultant shall not be liable to the client for any loss, cost, or damages, arising out of, or resulting from, any failure to perform in accordance with the terms of this Agreement where the causes of such failure shall include, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as will protect it from claims under the workers' compensation acts and form claims for bodily injury, death, or property damage that may arise from the performance of its services under and pursuant to this Agreement. Certificates of such coverage will be provided to Client upon request.

To the fullest extent permitted by law, the Client and Consultant agree that, except for claims of indemnification, the time period for claims for any services under this Agreement shall expire one year following completion of the services under this agreement. However, all applicable Alabama statutes of limitations shall specifically apply for any and all collection actions or claims for payment for work performed under this Agreement.

Client shall provide Consultant access to the project site necessary for the Consultant to provide the services outlined.

Any and all information, reports, analysis, tests, data, studies, charts, documentation or research used or created (hereinafter "proprietary information") by the Consultant to perform, compile, or produce work or services under this Agreement shall vest in the Consultant, and Consultant shall assign the rights to the use of such proprietary information under this Agreement to the Client for the purpose of performing its scope of services under this Agreement. The foregoing notwithstanding, the Consultant shall be entitled and vested with any and all right, title, and claim to such propriety information for any future use as it may deem fit, including but not limited to future consulting work or services for any other party or client.

Reuse of any documents or other deliverables pertaining to the project by the Client other than for the project for which documents or deliverables were prepared without written verification by the Consultant shall be at the Client's risk.

This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama, and all parties hereto consent to resolve any conflicts arising hereunder in Jefferson County, Alabama.

The persons signing this Agreement warrant that they have the express authority to sign on behalf of the Client and Consultant.

APPROVED FOR CLIENT

By:

Printed Name:

Title:

Date:

APPROVED FOR SKIPPER CONSULTING, INC.

By:

Printed Name:

Title:

Date:

[Signature]
Rick Nan
Senior Principal
5/17/12

[Signature]
Darrell B. Skipper
President
5/10/12

SKIPPER CONSULTING, INC. AGREES TO THE CONDITIONS SET FORTH IN THE CITY OF HUNTSVILLE STANDARD CONTRACT LANGUAGE & MASTER CONTRACT BETWEEN THE CITY & LBSD - IN PARTICULAR ARTICLES 6, 7, 8, 9, 10, & 11.

EXHIBIT "A"
SCOPE OF WORK
Goss Road Relocation Traffic Signal
Rideout Road at Goss Road
Huntsville, Alabama

Skipper Consulting, Inc. proposes to provide professional engineering services to undertake traffic signal, pavement marking and sign design services for the Goss Road Relocation project in Huntsville, Alabama. It is the Consultant's understanding, based on past work tasks undertaken on the project and a conversation with the Client that the following services will be required:

Traffic Signal Construction Plan Development

As part of the Goss Road Relocation project, the Redstone arsenal DPW has requested that a traffic signal be constructed at the proposed intersection with Rideout road. The Consultant will develop construction plans to facilitate this traffic signal operation. To initiate the design process, the Consultant will conduct a work session with the Traffic Manager with Redstone and the design team. The purpose of this work session will be to discuss and clearly understand the design requirements for the traffic signal at this location. It is understood the traffic signal is to be constructed to conform to the design concept developed for the intersection and the requirements of Redstone.

The Consultant assumes the Client will provide a survey/construction plan for the intersection. Drawings provided by the Client will be used as a base for preparation of traffic signal construction plans. The survey and/or construction drawings provided by the Client should be provided in electronic format for reuse by the Consultant.

Design efforts for the project will be undertaken using procedures and specifications as established by Redstone. Design efforts would include:

- Traffic signal phasing and timings;
- Development of roadway striping to support traffic signal construction and operation;
- Research applicable Redstone standards and specifications;
- Determine appropriate traffic signal construction notes; and
- Determine traffic signal equipment and installation details.

The traffic signal plan would include applicable traffic signal operation and construction notes, the signal plan sheet, applicable equipment and construction details, and striping modifications for the intersection.

The traffic signal plan set will be transmitted to the Client for review and comment. Two (2) copies of the plan set assembly would be transmitted to the Client. Upon receiving comments, modifications will be made and the final plan sets will be prepared. The Consultant will transmit the final construction plan set to the Client for inclusion into bid documents. The Consultant will provide a reproducible copy of the plan set to the Client upon request.

Following completion of the traffic signal design services the Consultant will attend a pre-bid meeting in Huntsville with prospective contractors and address issues related to the traffic signal operations and design. Additionally, the Consultant will review bids related to traffic signal construction and provide bid tabulations to the Client.

5/10/2012

City of Huntsville Engineering Division

9:40 AM

Project No.	
Project Name	Goss Road Relocation
Description	Goss Road Relocated at Rideout Road
Scope of Work	Traffic Signal Design Services
Project Length	
C.O.H. Project Engineer	
Engineering Consultant	Skipper Consulting Inc.

GRAND TOTAL OF FEE PROPOSAL

	Labor Cost	Out-of-pocket Expenses	Fee
Corridor Study	\$0.00	\$0.00	\$0.00
Field Surveys	\$0.00	\$0.00	\$0.00
Preliminary Roadway Plans	\$0.00	\$0.00	\$0.00
Preliminary Bridge Plans	\$0.00	\$0.00	\$0.00
Right-of-Way Map, Tract Sketches and Deeds	\$0.00	\$0.00	\$0.00
Roadway Plans	\$9,590.00	\$395.80	\$9,985.80
Bridge Plans	\$0.00	\$0.00	\$0.00
Drainage Plans	\$0.00	\$0.00	\$0.00
Sanitary Sewer Plans	\$0.00	\$0.00	\$0.00
Environmental	\$0.00	\$0.00	\$0.00
SUB-TOTAL	\$9,590.00	\$395.80	\$9,985.80
GRAND TOTAL FEE			\$9,986

LABOR RATES	Effective Time Period	
Classification	Hourly Rate	Assigned Personnel
Project Engineer	\$170.00	Darrell Skipper PE
Environmental Scientist		
Design Engineer	\$85.00	Julie LeNoir
Engineer Tech. / CADD	\$60.00	Ty Cosby
Clerical	\$35.00	Anita Osborn
PLS		
Survey Crew		

Darrell B. Skipper 5/10/12
 Signed Date

President
 Position/Title

LB 5/17/12
 LB&D, Inc.

ROADWAY PLANS	# OF SHEETS	ESTIMATED MAN-DAYS					
		Project Engineer		Design Engineer		Engineer Tech. / CADD	
		DAYS/SHEET	TOTAL	DAYS/SHEET	TOTAL	DAYS/SHEET	TOTAL
SHEET TITLE							
PLAN & PROFILE							
Main Roadway	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Crossroads	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Detours	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Retaining Walls	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PAVING LAYOUT							
Main Roadway	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Crossroads	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Intersections	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INTERCHANGES							
Geometrics	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ramps Profiles	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Site Grading	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cross Sections	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRAFFIC CONTROL							
Sequence of Construction	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Summary & notes	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Typical Section Sketches	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Signing Layout	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Drawings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STRIPING & SIGNING							
Signing, Striping & Pavement Markers Layout	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SIGNALIZATION							
Signal Layout (1 per site)	1.00	0.50	0.50	4.50	4.50	4.00	4.00
Traffic Analysis	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Traffic Counts (1 per site)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Signal Warrant Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Details	2.00	0.00	0.00	1.00	2.00	0.50	1.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UTILITY SHEETS							
Utility Sheets	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DRAINAGE SECTIONS							
Pipe&Culvert X-Sect./Profiles	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LIGHTING							
Plan Layout	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EROSION CONTROL							

5/10/2012

City of Huntsville Engineering Division

9:40 AM

ROADWAY PLANS	# OF SHEETS	ESTIMATED MAN-DAYS					
		Project Engineer		Design Engineer		Engineer Tech. / CADD	
		DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL
SHEET TITLE							
Erosion Control Layout	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Erosion Control Details	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ROADWAY CROSS SECTIONS							
Main Roadway	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Crossroads	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Earthwork Balancing	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUB-TOTAL	3.00		0.50		6.50		5.00
REVIEW MEETINGS							
Design Criteria/Kickoff			0.00		0.00		0.00
30% Review			0.00		0.00		0.00
60% Review			0.00		0.00		0.00
90% Review			0.00		0.00		0.00
Stormwater Permits			0.00		0.00		0.00
Drainage Report			0.00		0.00		0.00
Cost Estimates			0.00		1.25		0.00
Design Hearing			0.00		1.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
SUB-TOTAL			0.00		2.25		0.00
TOTAL MAN-DAYS			0.50		8.75		5.00

5/10/2012

City of Huntsville Engineering Division

9:40 AM

Project No.			
Project Name Goss Road Relocation			
Description Goss Road Relocated at Rideout Road			
Scope of Work Traffic Signal Design Services			
Project Length			
C.O.H. Project Engineer			
Engineering Consultant Skipper Consulting Inc.			
Fee Proposal (Roadway Plans)			
PERSONNEL COST			
	Man-days	Daily Rate @ 8hrs/day	
Project Engineer	0.50	\$ 1,360.00	\$ 680.00
Design Engineer	8.75	\$ 680.00	\$ 5,950.00
Engineer Tech. / CADD	5.00	\$ 480.00	\$ 2,400.00
Clerical	2.00	\$ 280.00	\$ 560.00
	Sub-Total	\$	9,590.00
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	-
	Sub-Total	\$	-
TOTAL LABOR		\$	9,590.00

Total Out-of-pocket Expenses	\$ 395.80
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Busbin Engineering and Surveying

P.O. Box 2633 • Huntsville, AL 35804 • 924 Meridian Street • Huntsville, AL 35801
Telephone (256) 533-1099 • Fax (256) 534-1065

May 14, 2012

Mr. Rick Nail
LBYP, Inc.
305 Church Street SW
Suite 719
Huntsville, Alabama 35801

RE: Redstone Arsenal, Alabama EUI. Project- Goss Road Topographic Survey

Dear Mr. Nail:

Busbin Engineering, Inc. (BES) proposes the following scope of work and division of responsibilities for the above project in Huntsville, Alabama.

1. Owner will provide a copy of the property layout and any prior survey information available.
2. BES will use field data provided by the Department of Public Works (DPW) of Redstone Arsenal.
3. BES will use provided field data to develop topographic data for the proposed Goss Road Improvements east of Gate 9 adjacent to the Golf Course.
4. BES will field locate the new fiber optic line and add to the topographic data.
5. BES will establish a benchmark and reference points for site and establish horizontal and vertical control.
6. BES will provide one (1) original copy of the topographic survey and three (3) copies of the topographic survey to the Owner. Additional sets will be at owner's expense.
7. BES will provide one digital copy of the topographic survey on a CD in Autocad® 2004 format.

8. BES will provide additional services at our usual standard rates.

BES proposes to accomplish the base work specified above for the following fees:

Topographic Survey

\$ 3,710.00

This proposal is based on a single work event from information supplied. Should the field data from DPW require adjustment additional could occur.

Please note that our standard terms and conditions are an important part of this document and govern the services provided. ~~Our standard terms are payment within 30 days upon invoice.~~

This proposal is open for acceptance for 30 days.


Thank you for allowing us to provide this proposal. please contact me at (256) 533-1099 with any comments or questions.

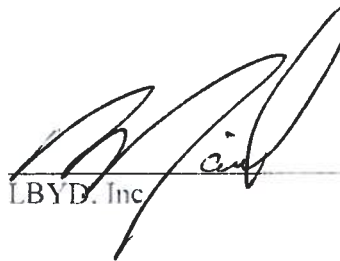
Sincerely,

For the Firm

Busbin Engineering, Inc.

Accepted this 17 day of MAY, 2012


Carey P. Busbin, PE
President


LBID, Inc.

* BES Will ADHERE TO THE CONDITIONS SET FORTH IN THE MASTER AGREEMENT STANDARD CONTRACT LANGUAGE BETWEEN LBID & THE CITY OF HUNTSVILLE - IN PARTICULAR ARTICLES 6, 7, 8, 9, 10 & 11.

- 1) **SERVICES TO BE PROVIDED.** Busbin Engineering, Inc., through and by its officers, employees, agents and subcontractors, (hereinafter BES) is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in this proposal.
- 2) **PAYMENT TERMS.** ~~Client agrees to pay BES's invoice upon receipt. If payment is not received within 30 days from the Client's receipt of BES's invoice, Client agrees to pay a service charge on the past due amount at the greater of 1% per month or the allowable legal rate, including reasonable attorney's fees and expenses if collected through an attorney. No deduction shall be made from BES's invoice on account of liquidated damages unless expressly included in this Agreement. After five days prior notice to Client, BES may suspend services until paid on any project where payment of invoiced amounts not reasonably in dispute is not received by BES within 60 days of Client's receipt of BES's invoice. Client's receipt of invoice will be presumed three days after mailing by BES first class, with adequate postage attached. Time is of the essence of this provision.~~

Either party may terminate this Agreement without cause upon 30 days prior written notice. This Agreement will terminate automatically upon the insolvency of Client. In the event Client requests termination prior to completion of the proposed service, Client agrees to pay BES for all reasonable charges incurred to date and associated with termination of the work.

~~Client agrees to pay reasonable attorney fees to collect any unpaid amounts under this contract. Any invoice unpaid after 30 days from the invoice date is considered delinquent and may be turned over to an attorney for collection.~~

- 3) **STANDARD OF CARE.** BES will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of BES's profession practicing in the same or similar locality at the time of service. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.
- 4) **INSURANCE.** BES maintains Automobile Liability Insurance in the amount of 100,000/300,000 and general business liability of 300,000/600,000.
- 5) **PROFESSIONAL LIABILITY.** ~~FOR ADDITIONAL CONSIDERATION FROM BES OF \$10.00, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, CLIENT AGREES THAT BES'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT OR ANY THIRD PARTY DUE TO ANY NEGLIGENCE, PROFESSIONAL ACTS, ERRORS OR OMISSIONS OR BREACH OF CONTRACT BY BES WILL BE LIMITED TO THREE TIMES BES'S TOTAL CHARGES.~~
- 6) **DOCUMENTS.** BES will furnish Client the agreed-upon number of written reports, drawings and supporting documents. These instruments of services are furnished for Client's exclusive internal use and reliance, use of Client's counsel, use of Client's qualified bidders (design services only) and for regulatory submittal in connection with the project or services provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following:
- All documents generated by BES under this Agreement shall remain the sole property of BES. Any unauthorized use or distribution of BES's work shall be at the Client's and recipient's sole risk and without liability to BES. BES may retain a confidential file copy of its work product and related documents.
 - If Client desires to release, in full or in part, our report(s) to a third party not described above for that party's reliance, BES will agree to such release provided we receive written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement (e.g., Secondary Client Agreement). Reports provided for disclosure of information only will not require separate agreement. Client acknowledges and agrees to inform such third party that BES's report(s) reflects conditions only at the time of the study and may not reflect conditions at a later time. Client further acknowledges that such request for release creates a potential conflict of interest for BES and by this request Client waives any such claim if BES complies with the

~~request. UNLESS AGREED TO IN WRITING BY BES, NO PARTY OTHER THAN CLIENT MAY RELY UPON OUR REPORT(S).~~

- c) ~~Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever. Client further agrees that documents produced by BES pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without BES's prior written approval.~~
- d) ~~Client shall furnish documents or information reasonably within Client's control and deemed necessary by BES for proper performance of our services. BES may rely upon Client-provided documents in performing the services required under this Agreement; however, BES assumes no responsibility or liability for their accuracy. Client-provided documents will remain the property of Client, but BES may retain one confidential file copy as needed to support our report.~~
- e) ~~Upon Client's request, BES's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by BES in its files, with at least one conformed written copy provided to Client, shall be the official base document. BES makes no warranty or representation to Client that the magnetic copy is accurate or complete, but will correct in good faith any omissions or errors brought to BES's attention by Client. Any modifications of such magnetic copy by Client shall be at Client's risk and without liability to BES. Such magnetic copy is subject to all other conditions of this Agreement.~~

~~CLAIMS. The parties agree to attempt to resolve any dispute without resort to litigation, including use of mediation, prior to filing of any suit. However, in the event a claim results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in pursuing and defending the claim, including reasonable attorney's fees.~~

~~OPINIONS OF COST. If requested, BES will use its best efforts and experience on similar projects to provide realistic opinions or estimates of costs for remediation or construction as appropriate based on reasonably available data. BES's designs or BES's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in form budgeting or negotiation unless specifically agreed otherwise, in writing with BES. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond BES's control.~~

~~TESTIMONY. Should BES or any BES employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing or trial, in relation to services provided under this Agreement, and BES is not a party in the dispute, then BES shall be compensated by Client for the associated reasonable expenses and honor for BES's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides BES such compensation, Client will receive a credit or refund on any related double payments to BES.~~

10) **CONFIDENTIALITY.** BES will maintain as confidential any documents or information provided by Client and will not release, distribute or publish same to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.

11) **GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the State of Alabama.

12) **PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS.** ~~The Parties agree that the provisions of these terms and conditions shall control over and govern as to any form writings signed by the Parties, such as Client Purchase Orders, Work Orders, etc., and that such forms may be issued by Client to BES as a matter of convenience to the Parties without altering any of the terms or provisions hereof.~~

13) **SURVIVAL.** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and BES shall survive the completion of the services and the termination of this Agreement.

14) **SEVERABILITY.** In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

15) **ASSIGNMENT.** ~~This Agreement may not be assigned by either party without the prior permission of the other.~~

16) **INTEGRATION.** This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties, supersedes all prior agreements and understandings related to the subject matter hereof or thereof, and cannot be changed except by a written instrument signed by both parties.

17) **THIRD PARTY BENEFICIARIES.** ~~Client acknowledges and agrees that this Agreement is made solely for the exclusive benefit of Client and ITS and that (i) no third party beneficiaries (whether direct or incidental) are either intended or created by this Agreement, and (ii) no benefits, rights, duties or obligations are intended or created by this Agreement as to any third parties.~~

18) **OTHER WORK.** This Agreement shall govern other work assigned either in writing or verbal by client on this proposed project or other projects assigned at this time or later.

5/17/2012

City of Huntsville Engineering Division

7:31 AM

Project No.	65-11-SP
Project Name	RSA Goss Road Re-Alignment
Description	Goss Road Re-Alignment
Scope of Work	Re-align Goss Road +/-1 mile south of current location on Rideout Road
Project Length	5,600 LF
C.O.H. Project Engineer	Chris McNeese
Engineering Consultant	LBYP, Inc. Civil & Structural Engineers

GRAND TOTAL OF FEE PROPOSAL

	Labor Cost	Out-of-pocket Expenses	Fee
Corridor Study	\$0.00	\$0.00	\$0.00
Field Surveys	\$3,710.00	\$0.00	\$3,710.00
Preliminary Roadway Plans	\$0.00	\$0.00	\$0.00
Preliminary Bridge Plans	\$0.00	\$0.00	\$0.00
Right-of-Way Map, Tract Sketches and Deeds	\$0.00	\$0.00	\$0.00
Roadway Plans	\$0.00	\$0.00	\$0.00
Bridge Plans	\$0.00	\$0.00	\$0.00
Drainage Plans	\$0.00	\$0.00	\$0.00
Sanitary Sewer Plans	\$0.00	\$0.00	\$0.00
Environmental	\$0.00	\$0.00	\$0.00
SUB-TOTAL	\$3,710.00	\$0.00	\$3,710.00
GRAND TOTAL FEE			\$3,710

LABOR RATES	Effective Time Period	1 year from date of contract with City
Classification	Hourly Rate	Assigned Personnel
Project Engineer	\$105.00	Carey Busbin
Environmental Scientist		
Design Engineer		
Engineer Tech. / CADD		
Clerical		
PLS	\$65.00	John Daley
Survey Crew	\$105.00	Michael Roberts

Signed

Date

5/14/2012

President

Position/Title

Michael 5/17/2012
LBYP, Inc.

Project No.	65-11-SP
Project Name	RSA Goss Road Re-Alignment
Description	Goss Road Re-Alignment
Scope of Work	Re-align Goss Road +/-1 mile s
Project Length	5,600 LF
C.O.H. Project Engineer	Chris McNeese
Engineering Consultant	LBYD, Inc. Civil & Structural Engineers
Out-of-pocket Expenses (Field Survey)	

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets per Set	Total Sheets	Cost per Sheet	Total
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction C					\$ -

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ -

Other (provide description on next line)	Total
Fuel	\$ -

Total Out-of-pocket Expenses	\$ -
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Comments:

5/16/2012

City of Huntsville Engineering Division

7:33 AM

Project No.	65-11-SP		
Project Name	RSA Goss Road Re-Alignment		
Description	Goss Road Re-Alignment		
Scope of Work	Re-align Goss Road +/-1 mile south of current location on Rideout Road		
Project Length	5,600 LF		
C.O.H. Project Engineer	Chris McNeese		
Engineering Consultant	LBYP, Inc. Civil & Structural Engineers		
Fee Proposal (Field Survey)			
PERSONNEL COST			
	Man-days	Daily Rate @ 8hrs/day	
Project Engineer	1.00	\$ 840.00	\$ 840.00
PLS	3.50	\$ 520.00	\$ 1,820.00
Survey Crew	1.25	\$ 840.00	\$ 1,050.00
Engineer Tech. / CADD	0.00	\$ -	\$ -
Clerical	0.00	\$ -	\$ -
	Sub-Total	\$	3,710.00
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
		\$	-
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	-
	Sub-Total	\$	-
TOTAL LABOR			\$ 3,710.00

**PROPOSAL FOR PROFESSIONAL
LANDSCAPE & IRRIGATION DESIGN SERVICES**

**GOSS ROAD RE-ALIGNMENT
Huntsville, Alabama**

PREPARED FOR:

**LBYD, Inc.
305 Church Street SW, Suite 719
Huntsville, Alabama 35801**

Prepared By:

**GreenView Studio, Inc.
4339 Warren Road
Birmingham, Alabama 35213**

June 15, 2012

OUR APPROACH AND SCOPE OF WORK

It's our understanding that the Goss Road Re-alignment for Redstone Gateway development will require Landscape and Irrigation design services. The scope includes about 1500 LF of landscape and irrigation along the Arsenal Golf course and Goss Road for a screen.

It is important to have a design consultant who understands your project's special challenges and who is committed to a relationship that will solve those challenges. Our firm has the capability to respond quickly, assess the required tasks, and prepare viable alternatives that are acceptable to LBYD, Inc, the City of Huntsville and Redstone Arsenal (RSA). We avoid conflicts by aggressively seeking out the pertinent information and applying it accurately.

Experience in working with developers, architects, and their unique deadlines, is another prerequisite to the successful implementation of this program. We also understand the special requirements, pressures, and planning issues imposed by city governments. Our solutions and recommendations will address all of these and be responsive to them.

SCHEMATIC DESIGN

In this phase we will provide a preliminary evaluation of the proposed program, schedule and construction budgets.

After agreement on this preliminary evaluation, we agree to prepare Schematic Design Documents consisting of drawings, color presentation boards and other items necessary to define the scope as outlined by LBYD, Inc, City of Huntsville and RSA. Additionally, we will:

- Collaborate on the development of the utilities, and grading.
- Provide a preliminary layout of trees to provide a solid screen along Goss Road
- Locate the existing irrigation lines relative to the project area.

One design meeting for review is also included in this phase.

CONSTRUCTION DOCUMENTS

Based on your approval of the Schematic Drawings and any adjustments in the scope of the project directed at this time, we agree to prepare Contract and Bid Documents for the work as defined within the scope of services of this proposal. The Contract Documents consist of drawings and specifications, providing all of the information necessary for installation of the work, including the following:

- Plans, details and dimensions necessary for the layout of all landscape improvements;
- Specific selection and identification of all plant types (genus and species, height, spread, character, etc.);
- The exact quantity, location, and spacing of all plant material;
- Coordination with Civil drawings, City of Huntsville and RSA Review;
- Specifications describing in detail all phases of the installation, inspection, maintenance and guarantee of the work;

- A complete irrigation plan including details and specifications. The contractor awarded the bid will be required to produce irrigation as-builts in relation to our plan for approval.

One meeting for final design approval and coordination is included in this phase.

Construction Administration has not been included in our fee at this time, but is available prior to construction commencing on this scope of work.

PROFESSIONAL FEES

We propose the following fee stipulations based on your site plans. Our professional fees quoted are all-inclusive and includes all meetings, design, drafting, and administrative time. GreenView Studio, Inc. acknowledges and agrees with the City of Huntsville Contract that LBYD, Inc is required to abide by for our services.

Reimbursable expenses are invoiced monthly in addition to the professional services. They are expenses incurred as a necessary part of producing the work. All reimbursable expenses will be invoiced at our cost and copies of expenses will be provided with the invoice. We estimate that the reimbursable expenses should not exceed \$500.00. These expenses will coincide with the City of Huntsville contract Article 8.4 include plotting, printing, postage, overnight mail, presentation materials, airfare, car rental, travel time, lodging, and meals (all pre-approved).

We have prepared our fee based on the information provided to us and the preceding scope of work.

PHASE ONE – SCHEMATIC DESIGN

- Landscape Plan at 20' Scale
- Irrigation Review-Limits Plan
- Construction Budget
- Sketches/photos to Communicate Design Intent
- Specification Outline
- **Total:** **\$3,500.00**

PHASE TWO - CONSTRUCTION DOCUMENTS

- Landscape Plan and Details
- Construction Budgets
- Specifications
- Irrigation Plan and Details

- **Total:** **\$5,000.00**

Grand Total: **\$8,500.00**

Additional Services accepted outside of the scope required in the Contract would be negotiated separately with LBYD, Inc.

Our hourly rates are as follows:

Principal	\$ 110.00
Senior Associate	\$ 85.00
Staff Landscape Architect	\$ 65.00
Administrative	\$ 50.00

We thank you for the opportunity to be of service to you and pledge to you, our very best efforts for an outstanding, successful project together.

Sincerely,

Lois Shindelbower

Lois Shindelbower, ASLA

[Signature] 6/18/12

 LBYD, INC.

* GREENVIEW STUDIO WILL ADHERE TO THE CONDITIONS SET FORTH IN THE CITY OF HUNTSVILLE STANDARD CONTRACT LANGUAGE & MASTER CONTRACT BETWEEN THE CITY & LBYD - IN PARTICULAR ARTICLES 6, 7, 8, 9, 10, & 11.



July 6, 2012

Rick Nail, P.E.
LBYP
305 Church Street SW #719
Huntsville, AL 35801

Re: **Redstone Gateway Development Project – Lighting and Power Design Services**

Dear Mr. Nail:

Per our conversation with you throughout the month of July 2012; Tetra Tech is pleased to provide this revised proposal for electrical engineering to support the realignment of Goss Road as part of the ongoing Gateway Development project located on Redstone Arsenal, Huntsville, AL.

We understand our scope of work to include:

1. Provide electrical engineering services for street lighting of new 5,600 LF roadway to include:
 1. Photometric design
 2. Lighting layout
 3. Power design for lighting circuits
 4. Power design for coordination of signal power and irrigation power
 5. Two, four hour review sessions with the RSA Department of Public Works

Fees for the work:

1. Lump Sum fee for design of the above mentioned improvements is \$13,765.00. Please see Attachment #1 for a cost-to-task breakdown.
2. Additional work requested outside of this SOW will be performed at the hourly rate schedule (attached), unless prior negotiated as an additive fee to the lump sum agreement. Of note, once the light fixtures have been located and placed, any causing re-development of the lighting model and movement of the lighting arrangement will be considered out of scope services and redesign will be performed at the hourly rate schedule.
3. Exclusions: This proposal excludes any construction or bidding phase services, delays or redesign efforts caused by governing agencies or other contractors related to this project. Also excludes any traffic signal design, or other signalization design. Excludes design or placement of sprinklers or irrigation systems.



TETRA TECH, INC.

Please review this proposal to ensure we have covered your desired scope of services. If you concur, please sign and return one copy of this proposal to us.

Sincerely,
Tetra Tech, Inc.

In concurrence:

A handwritten signature in black ink, appearing to read 'Jeffrey M. Jones'.

Jeffrey M. Jones, P. E.
Project Manager

A handwritten signature in black ink, appearing to read 'LBYPD'.


LBYPD

7/6/12

Date

Attachments: 1- Price Proposal
cc: File

* TETRA TECH WILL ADHERE TO THE CONDITIONS SET FORTH
IN THE CITY OF HUNTSVILLE STANDARD CONTRACT LANGUAGE
MASTER CONTRACT BETWEEN THE CITY & LBYPD - IN
PARTICULAR ARTICLES 6, 7, 8, 9, 10, & 11.

<div>  Price Proposal </div> <div> Revision Date: Aug 03, 2011 </div>										Price Summary / Totals				
										Task Pricing Totals	13,765			
										Specify Add'l Fees on Setup	0			
										Technology Use Fee				
										Add'l Fees for Prem. O/T Labor	N/A			
										Total Price	13,765			
Gateway Lighting Design Goss Road Realignment Submitted to: LBYD, Inc.										Pricing by Resource				
										Technology Usage*				
										\$0.00				
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**REDSTONE GATEWAY DEVELOPMENT PROJECT-LIGHTING
& POWER DESIGN SERVICES FOR GOSS ROAD
2012 STANDARD HOURLY RATES**

Classification	Unit Hourly Rate
Senior Operations Manager	\$220.00
Senior PM/GIS/Environmental/Scientist III	\$180.00
Senior PM/GIS/Environmental/Scientist II	\$150.00
Senior PM/GIS/Environmental/Scientist I	\$130.00
Project Manager/Engineer III	\$120.00
Project Manager/Engineer II	\$105.00
Project Manager/Engineer I	\$80.00
Operations Specialist III	\$125.00
Operations Specialist II	\$110.00
Operations Specialist I	\$85.00
Construction Specialist II	\$75.00
Construction Specialist I	\$65.00
Engineer/GIS/Environmental/Scientist III	\$95.00
Engineer/GIS/Environmental/Scientist II	\$80.00
Engineer/GIS/Environmental/Scientist I	\$75.00
Senior Technical Specialist III	\$125.00
Senior Technical Specialist II	\$100.00
Senior Technical Specialist I	\$80.00
Technical Specialist III	\$75.00
Technical Specialist II	\$65.00
Technical Specialist I	\$45.00
Senior Administrative	\$85.00

*****These rates will be held for the duration of this project.**

28934 **ATTACHMENT 2 - ALABAMA IMMIGRATION ACT - REPORT OF OWNERSHIP FORM**

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): LBYD, Inc.
- City of Huntsville current taxpayer identification number (if available): 28934
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

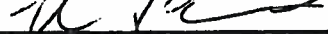
B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I.D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	
<input type="checkbox"/> General Partnership	
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: <u>63-0752450 Alabama</u>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature:  Title (if applicable): President
Type or legibly write name: Brad P. Christopher Date: January 10, 2012

ATTACHMENT 3
CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES

1. City of Huntsville Standard Specifications for Construction of Public Improvements. Contract Projects, 1991.
2. City of Huntsville Engineering Standards, 1991.
3. City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2011.
4. City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2011.
5. Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition.
6. City of Huntsville Subdivision Regulations, 1991.

ATTACHMENT 4
DESIGN REVIEWS

0% COMPLETE – PRE-DESIGN CONFERENCE

The ENGINEER shall meet with the OWNER at a 0% complete - Pre-Design Conference. The OWNER's representative (Project Engineer) will be introduced.

CONFERENCE FORMAT

The pre-design meeting will be initiated by the OWNER. The purpose of the conference will be to give the ENGINEER an opportunity to discuss the design of the PROJECT, to visit the PROJECT site, to receive copies of OWNER -furnished documents, if applicable, and to meet the OWNER'S Project Engineer and other personnel working on the PROJECT.

ATTENDEES: (Required)

- ENGINEER
- ALDOT (as appropriate for the type of project)
- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning

DISCUSSION TOPICS :

- Authority of OWNERS representative (Written submittal made to the ENGINEER)
- Tree Ordinance
- Scope of Work
- Time Requirements
- Budget Restraints
- Testing Requirements
- Permit Responsibilities
- Design criteria
- LC&E requirements
- Plan Requirements
- Special Conditions
- Utility Project Notification and a list of all utilities that need to be contacted.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. A Certificate of Insurance for the ENGINEER and the ENGINEER's subconsultants shall be submitted to the OWNER's PROJECT ENGINEER per Section 10.6.
2. Prior to the Pre-Design Conference, a completed **draft** design criteria document shall be prepared to the best of the ENGINEER'S ability and in conformance with his fee proposal and will serve as the basis of a discussion topic during the Pre-Design Conference. A **final** version of the design criteria based upon discussion during the meeting shall be prepared by the ENGINEER and distributed with the meeting minutes. A copy of a design criteria format may be found on the City of Huntsville web site at <http://www.huntsvilleal.gov/engineering/index.php>.
3. Within seven (7) calendar days of the 0% Complete - Pre-Design Conference, the ENGINEER shall submit to the OWNER's Project Engineer two color copies and an electronic copy of a schedule in Microsoft Projects format showing the critical path and indicating the time frame for the required milestone events and submittals outlined in this document. The schedule shall support a PROJECT completion date in accordance with the Period Of Services in Article 5. When approved, a baseline of the schedule shall be saved from which variances in the schedule can be measured and evaluated.

ATTACHMENT 4
DESIGN REVIEWS

30% COMPLETE – CONCEPTUAL DESIGN

This design review is to show the OWNER how the functional and technical requirements will be met, to indicate the ENGINEER's approach to the solution of technical problems, to show compliance with design criteria or to justify noncompliance and to provide an estimate of probable cost. A field review shall be conducted at this juncture with the OWNER's staff and the ENGINEER to review the proposed field alignment of the PROJECT.

CONFERENCE FORMAT

ATTENDEES: (Required)

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

DISCUSSION TOPICS:

- ENGINEER presents recommended design/solutions along with other options and alternatives considered.
- ENGINEER presents updates on progress of permitting requirements
- ENGINEER presents progress on coordination with other project participants such as the State of Alabama, sub consultants, etc.
- ENGINEER presents budgetary constraints

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. A preliminary list of all permits to be obtained with associated fees.
2. An updated schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Two color copies and an electronic copy of an updated schedule in Microsoft Projects format showing the critical path shall be submitted.

ATTACHMENT 4 **DESIGN REVIEWS**

60% COMPLETE – PRELIMINARY DESIGN CRITERIA

The review of the PROJECT at this point is primarily to insure that funding limitations are not being exceeded and to insure that the contract documents, design analysis and cost estimates are proceeding in a timely manner, and that the design criteria and previous review comments are being correctly interpreted. An additional review may be required by the OWNER to review changes proposed from previous submittals.

CONFERENCE FORMAT

ATTENDEES: (Required)

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

DISCUSSION TOPICS:

- Additional land acquisition needs, as required.
- Utility Project Notification and a list of all utilities that need to be contacted.
- Technical specifications for special construction items not covered under standard specifications or deviations from standard specifications.
- Update on progress of permitting requirements.
- Erosion control plan requirements, if required by the OWNER.
- Budget constraints.
- Progress on 4 coordination with other project participants such as the City of Huntsville Real Estate Officers (Engineering Department), State of Alabama, sub consultants, etc.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Plan/Profile drawings shall be 75% complete. Right-of way drawings shall be 100% complete at this submittal (reference Real Estate Division Plan Requirements Section entitled DRAWINGS, included at the end of this proposal)
2. An update to the schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Unless determined to be inapplicable by the OWNER, Hydraulic reports 75% complete, shall be submitted.
4. Three (3) copies of preliminary plans for utilities shall be submitted.
5. Legal descriptions for takings shall be submitted. The information shall be 100% complete. (reference Real Estate Division Plan Requirements Section entitled DESCRIPTIONS, included at the end of this proposal)
6. Traffic Control Plan, if required. Plan shall be 60% complete at this submittal.
7. Detailed preliminary construction cost estimate shall be submitted.
8. Results of geotechnical investigations shall be submitted.
9. A list of comments made at the 30% review and a summary of each resolution.
10. Two color copies and an electronic copy of an update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

ATTACHMENT 4
DESIGN REVIEWS

90% COMPLETE – FINAL REVIEW

The review of this submittal is to ensure that the design is in accordance with directions provided the ENGINEER during the design process.

CONFERENCE FORMAT

DISCUSSION TOPICS

Discussion topics will be handled open forum.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Submittals include Plan/Profile drawings, Construction Details, Detailed cross-sections with cut and fill quantities and storm and sanitary sewer crossings, Erosion control plan, if required, Technical specifications, Right-of way drawings, Traffic Control Plan, Plans for Utilities, Signed Acceptance of Utility Project Notification Form by all affected parties, Design Calculations, and a final cost estimate. All submittals shall be 100% complete.
2. Any changes to Land Acquisition needs shall be identified and Legal descriptions for the changes shall be submitted.
3. A list of comments made at the 60% review and a summary of each resolution.
4. Calculations showing how quantities were determined for each bid item and how the item is to be measured in the field and paid. Three bound copies of corrected quantity calculations to match bid quantities. The following shall be required for each item:
 - Item Number
 - Item Description with standard specification used
 - Detailed calculation to include all measurements, conversion factors, and "standard" weights used
 - Final "calculated" amount and any "increased" amounts
 - Notes to include any deviation from referenced standard specifications

ATTACHMENT 4
DESIGN REVIEWS

100% COMPLETE – READY TO ADVERTISE

After the 90% review, the ENGINEER shall revise the construction documents by incorporating any comments generated during the previous design reviews. The ENGINEER shall prepare final hard copy contract specifications, prepare a bid form, and update the cost estimate as necessary.

CONFERENCE FORMAT

This is a submittal only. **Return this sheet with submittal**

<u>YES</u>	<u>NO</u>	REQUIRED SUBMITTALS TO THE PROJECT ENGINEER
<input type="checkbox"/>	<input type="checkbox"/>	1. Two (2) sets of complete construction drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system, NAD1983 Alabama East Zone as described in the <u>Code of Alabama</u> (1975), Section 35-2-1. Surveys shall be tied to a minimum of two accepted GPS monuments or one GPS tie point plus an astronomic observation to determine grid north or GPS Survey.
<input type="checkbox"/>	<input type="checkbox"/>	2. One (1) Micro station digital and One (1) digital file in either .tiff or .pdf format of construction drawings (must be signed and sealed) – sized 11" x 17".
<input type="checkbox"/>	<input type="checkbox"/>	3. Two (2) sets of right-of-way drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system. NAD1983 Alabama East Zone
<input type="checkbox"/>	<input type="checkbox"/>	4. One (1) Micro station digital file of right-of-way drawings.
<input type="checkbox"/>	<input type="checkbox"/>	5. Two (2) print sets of 8-1/2" x 11" legal descriptions for right-of-way (REVISED SETS ONLY)
<input type="checkbox"/>	<input type="checkbox"/>	6. One (1) digital text file of legal descriptions for right-of-way (REVISED FILE ONLY)
<input type="checkbox"/>	<input type="checkbox"/>	7. One (1) print copy of Final Construction Cost Estimate.
<input type="checkbox"/>	<input type="checkbox"/>	8. One (1) digital spread sheet file of Final Construction Cost Estimate.
<input type="checkbox"/>	<input type="checkbox"/>	9. Three (3) printed and bound copies of corrected quantity calculations to match Final Bid Quantities.
<input type="checkbox"/>	<input type="checkbox"/>	10. One (1) digital spread sheet file (Excel 2003 format) of Final Bid Quantities.
<input type="checkbox"/>	<input type="checkbox"/>	11. Two (2) print sets of contract specifications.
<input type="checkbox"/>	<input type="checkbox"/>	12. One (1) digital text file of contract specifications.
<input type="checkbox"/>	<input type="checkbox"/>	13. One (1) complete set of signed and sealed calculations.
<input type="checkbox"/>	<input type="checkbox"/>	14. One (1) complete set of all approved permits including Location, Character, and Extent, COE, ADEM, etc.
<input type="checkbox"/>	<input type="checkbox"/>	15. One (1) complete set of all field notes.
<input type="checkbox"/>	<input type="checkbox"/>	16. One (1) copy of digital aerial photography obtained for this PROJECT in (.tif) format, as necessary.
<input type="checkbox"/>	<input type="checkbox"/>	17. Utility Project Notification forms and a list of all utilities that need to be contacted.

Engineer

ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE

See Attachment 1 Page 4 of 40 for Engineer's Personnel Fee Schedule

ATTACHMENT 6 - PROGRESS REPORT
(Article 8)

PROGRESS REPORT NO. _____ FOR MONTH AND YEAR _____

PROJECT _____ PROJECT NO. _____

DATE _____ CITY'S PROJECT ENGINEER _____

CONSULTANT _____ CONSULTANT'S PROJ. MAN. _____

CURRENT MONTH % COMPLETE: _____ PREV. MONTH % COMPLETE: _____

ATTACH A "SHOULD HAVE STARTED TASKS REPORT" AND A "SLIPPING TASKS REPORT" FROM MICROSOFT PROJECTS THAT LISTS ALL ACTIVITY THAT IS BEHIND SCHEDULE.

ATTACH A "TASKS STARTING SOON" REPORT FROM MICROSOFT PROJECTS WITH A DATE RANGE OF THIRTY (30) DAYS AFTER THE DATE OF THIS PROGRESS REPORT.

STATE WHAT ACTION IS BEING TAKEN TO BRING PROJECT BACK TO SCHEDULE:

MILESTONE SUBMITTALS	SCHEDULED DATE	ACTUAL DATE
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____
"FINAL" INVOICE SUBMITTED	_____	_____
SUBCONSULTANTS PAID IN FULL	_____	_____
CONTRACTED COMPLETION DATE: November 24, 2012	_____	_____

(These scheduled dates shall be agreed upon at the beginning of the project (Attachment 5) with the Project Engineer and noted monthly on each progress report. The scheduled contract completion date shall not be changed except by contract change order. Changes to the scheduled milestone submittal dates shall be accompanied by a new project schedule approved by the OWNER'S Project Engineer.)

UPDATED SCHEDULE ATTACHED? _____ YES _____ NO

*If yes, send an electronic copy to the Project engineer

COMMENTS:

This progress report (4 copies) shall be submitted monthly. Scheduled completion dates will not be extended without a contract modification.

CERTIFICATION: I certify that the stated information is true and accurate to the best of my knowledge.

CONSULTANT DATE

CITY PROJECT ENGINEER DATE

ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE ENGINEER
(Article 9.2)

CONSULTANT NAME AND ADDRESS	DESCRIPTION OF SERVICES	FEE
Tetra Tech, Inc. 101 Quality Circle, Suite 140 Huntsville, AL 35806	Electrical Engineering	\$13,765.00
GreenView Studio, Inc. 4339 Warren Road Birmingham, AL 35213	Landscape & Irrigation Design Services	\$8,500.00
Busbin Engineering & Surveying P.O. Box 2633 Huntsville, AL 35804	Topographic Survey	\$3,710.00
Skipper Consulting, Inc. 3644 Vann Road, Suite 100 Birmingham, AL 35235	Traffic Signal Design	\$9,986.00
	SUB-TOTAL	\$35,961.00
	5% Administrative Fee	\$1,798.05
	TOTAL	\$37,759.05

ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST

REQUIREMENT	SUBMIT TO	SUBMITTAL REQUIREMENT DATE	NUMBER OF COPIES	REFERENCE SECTION OF CONTRACT AND COMMENTS
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	2	Article 2.5
Products or materials specified by the ENGINEER that are available from only one source.	OWNER	Prior to 100% submittal.	2	Article 2.2
Approval of ENGINEER's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the ENGINEER.	N/A	Article 3.4
Approval of ENGINEER submittals	OWNER	So as to cause no delay to the ENGINEER or the PROJECT.	N/A	Article 3.8
Change order changes that reduce construction requirements.	OWNER	Prior to authorizing a change.	N/A	Article 3.11
Any information pertaining to any claim.	OWNER	Immediately	2	Article 3.12
Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements, copies of all design and construction standards.	ENGINEER	So as to not delay the services of the ENGINEER.	2	Article 5.1, 5.2
Notification of delays.	ENGINEER; OWNER	Promptly	4	Article 6.1
ENGINEER's monthly invoices.	OWNER	Monthly	4	Article 8.1.1
Consultant progress report.	OWNER	Monthly	4	Article 8.1.1
Records, data, parameters, design calculations and other information.	OWNER	Cancellation of contract.	2	Article 9.7
Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT.	OWNER	Upon notice from the OWNER.	2	Article 9.4
Termination notification.	OWNER or ENGINEER	7 days prior to termination.	2	Article 9.10 & 9.11
Certificate of Insurance for ENGINEER.	OWNER	At 0% design conference	1	Article 10.2(B), 10.6, and Attachment 4.
Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10	1	Article 10.4(A)

		days notification.		
Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	1	Article 10.7
A schedule in Microsoft Projects format showing the critical path.	Project Engineer	Within 7 calendar days of Pre-design conference, 30% complete design review. 60% design review. Attachment 5	1 hard; 1 digital	Attachment 4
Drawings.	Project Engineer	30% complete design review, 60% design review, 90% review, and 100% complete.	3	Attachment 4
Cost estimate.	Project Engineer	30% complete design review, 60% review, 90% review, and 100% complete.	3	Attachment 4
Hydraulic reports.	Project Engineer	60% design review.	2	Attachment 4
Preliminary plans for utilities.	Project Engineer	60% design review.	3	Attachment 4
Real Estate Deliverables	Project Engineer	60% design review, 90% review, 100% complete.	Reference Real Estate Division Plan Requirements	Attachment 4, 14 Real Estate Plan Requirements at end of this proposal document
Traffic Control plan.	Project Engineer	60% design review.	N/A	Attachment 4
Results of geotechnical investigations.	Project Engineer	30% design review.	2	Attachment 4
Technical specifications.	Project Engineer	90% review, 100% complete.	N/A	Attachment 4
Relocation of Utilities	Project Engineer	0% review – list of all utilities that need to be contacted 60% review – from all affected parties 90% review – Signed Acceptance Utility Project Notification Form	2	Attachment 4, 10
Design Calculations	Project Engineer	90% review, 100% complete	1	Attachment 4
Digital copy of drawings.	Project Engineer	100% complete – 1 in .dgn format; 1 in .tiff or .pdf format	2	Attachment 4
Digital text files.	Project Engineer	100% complete.	1	Attachment 4
Bid Quantities.	Project Engineer	100% complete. Digital in Excel 2003 format and hard copy	3	Attachment 4
Permits and Permit Applications	Project Engineer	100% complete.	1	Attachment 4
Field notes.	Project Engineer	100% complete.	1	Attachment 4
Digital aerial photography.	Project Engineer	100% complete.	1	Attachment 4

Progress Report (Art. 8)	Project Engineer	30% complete design review, 60% design review, 90% design review, 100% completion stage.	4 hard; 1 digital monthly	Attachment 4
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ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS

All drawings shall be sized 24" x 36", unless otherwise approved by the OWNERS Project Engineer.

Title blocks shall as a minimum, contain the name of the project, date, city project number, and ENGINEER's name. The title block of drawings shall contain a space for the names of the preparer and the reviewer and/or checker. These blocks shall be signed on each submittal (See Attachment "11" for sample standard drawing format). Drawings shall contain alphanumeric revision designations. Drawings issued for review shall be issued with alpha revision designation and the revision letter shall be changed for each submittal containing drawing changes. Drawings issued for construction shall be issued with numeric designation at revision level "0" and described as "Issued for Construction" in the revision description block. Subsequent drawing changes require the revision level to be raised using successively higher numbers and the changes to be marked by circling and briefly described in a revision block.

Unless otherwise specified by the Owners Project Engineer, all drawings for review submittals shall be full or half-size copies. All documents shall be clearly marked in a revision block indicating the applicable submittal milestone, i.e. 30%, 60%, 90%, etc.

Submittals required by the State of Alabama for their review, bidding, etc., shall be of the size, form and numbers of copies as the state may require even though such submittals may differ from the submittals set forth as being required elsewhere in this Agreement.

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone horizontal datum and NAVD 88 vertical datum coordinates.

Digital files shall be submitted by 4-3/4" CD ROM, DVD, 3 and 1/2 inch floppy disk, or to the City of Huntsville F.T.P. site.

All print copies shall be first generation copies.

All text documents shall be prepared in Microsoft Word 2007 format.

All spreadsheets shall be in Microsoft Excel 2007 format.

A schedule showing the critical paths shall be in Microsoft Projects format, unless otherwise approved by the OWNERS Project Engineer.

Aerial photography files shall be in Intergraph (.COT) or (.tiff) format.

All mapping shall meet National Map Accuracy Standards unless otherwise noted. If National Map Accuracy Standards are not met, the accuracy of the map shall be identified to the Owners Project Engineer and on the maps derived from the aerial survey. National Map Accuracy Standards are shown below. This and other map standards are shown in Department of the Army, US Army Corps of Engineers standard, "EM 1110-1-1000, Engineering and Design - Photogrammetric Mapping". <http://140.194.76.129/publications/eng-manuals/em1110-1-1000/toc.htm>

ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM

NAME: _____
(Utility Name)

PROJECT NAME: _____ **PROJECT NUMBER:** _____

CONSULTING ENGINEER: _____
(Name)

ENGINEERING REPRESENTATIVE _____ **PHONE:** _____

I have reviewed design drawings or other information as available, and:

DO _____

DO NOT _____

have facilities that will require relocation. If relocation is required, a construction duration of _____ calendar days from the Notice to Proceed, is anticipated to be required for relocation.

LIST NAME(S) OF OTHER UTILITY(S) that share poles or facilities that have to be relocated prior to YOU starting your work:

NAME OF UTILITY: _____

NAME OF UTILITY: _____

NAME OF UTILITY: _____

OTHER: _____

COMMENTS: _____

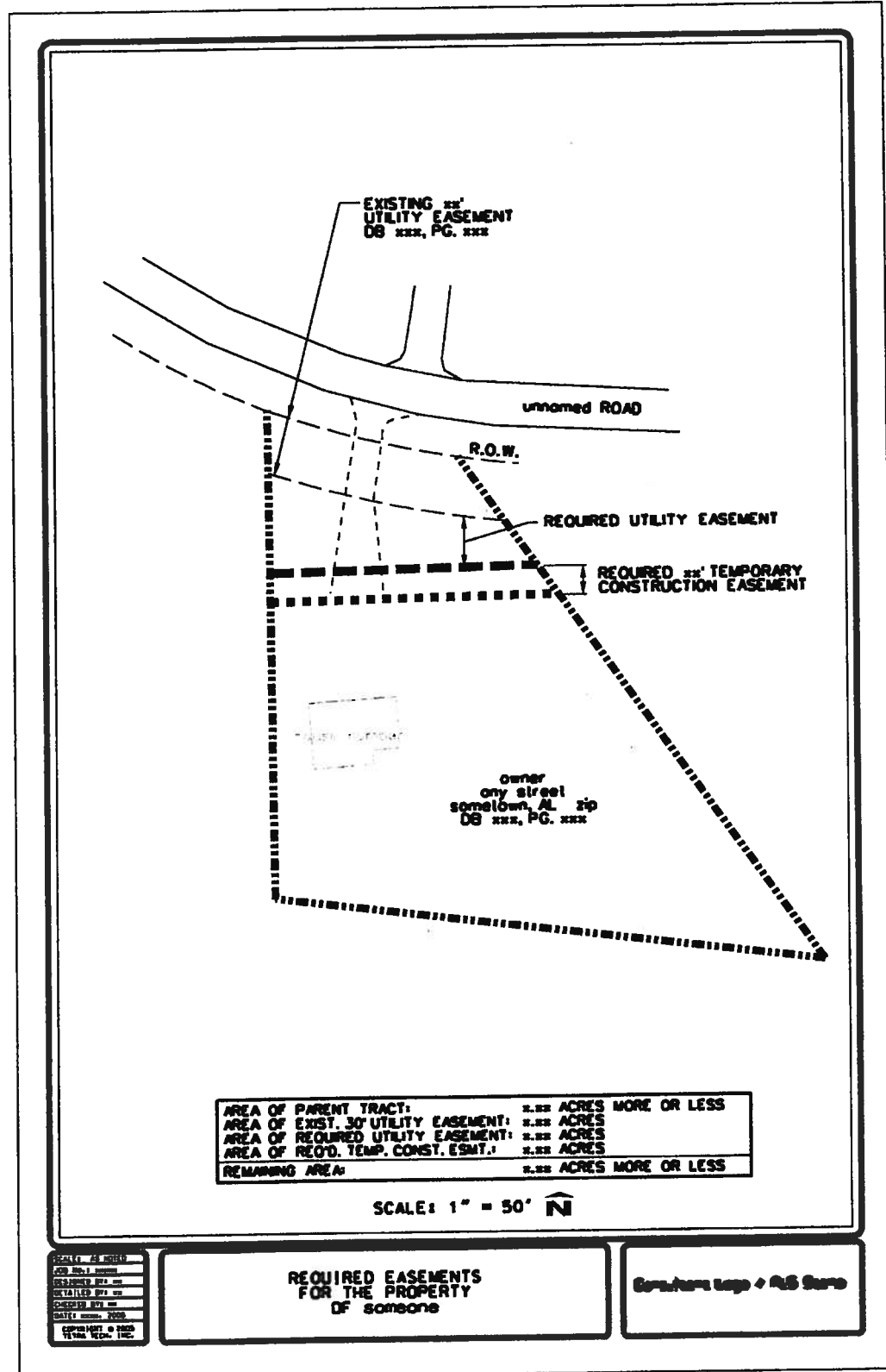
BY: _____
AUTHORIZED REPRESENTATIVE

FIELD CONTACT PERSON: _____ **PHONE:** _____
OFFICE CONTACT PERSON: _____ **PHONE:** _____

DATE: _____

<p>CONSTRUCTION PLANS FOR</p> <p>PROJECT NAME</p> <p>PROJECT INFORMATION</p> <p>FOR THE</p> <p>CITY OF HUNTSVILLE</p> <p>HUNTSVILLE, ALABAMA</p> <p>(PROJECT NO. XXXXXXXX)</p>		<p>SAMPLE STANDARD DRAWING FORMAT</p>		<p>HUNTSVILLE</p> <p>The Star of Alabama</p>		<p>INDEX OF DRAWINGS</p> <p>REEL NO.</p> <p>INDEX TO DRAWINGS SHALL BE PLACED ON COVER SHEET IF POSSIBLE OTHERWISE IT SHALL BE THE SECOND SHEET IN THE SET.</p>		<p>TITLE</p>	
<p>LOCATION MAP</p>		<p>PROJECT LOCATION</p>		<p>PROJECT NO.</p>		<p>PROJECT NAME AND INFORMATION</p>		<p>TITLE SHEET</p>	
<p>PROJECT NO.</p>		<p>PROJECT NAME AND INFORMATION</p>		<p>TITLE SHEET</p>		<p>PROJECT NO.</p>		<p>PROJECT NAME AND INFORMATION</p>	
<p>PROJECT NO.</p>		<p>PROJECT NAME AND INFORMATION</p>		<p>TITLE SHEET</p>		<p>PROJECT NO.</p>		<p>PROJECT NAME AND INFORMATION</p>	

ATTACHMENT 12
SAMPLE



ATTACHMENT 13

United States National Map Accuracy Standards

With a view to the utmost economy and expedition in producing maps which fulfill not only the broad needs for standard or principal maps, but also the reasonable particular needs of individual agencies, standards of accuracy for published maps are defined as follows:

1. **Horizontal accuracy.** *For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch. These limits of accuracy shall apply in all cases to positions of well-defined points only. Well-defined points are those that are easily visible or recoverable on the ground, such as the following: monuments or markers, such as bench marks, property boundary monuments; intersections of roads, railroads, etc.; corners of large buildings or structures (or center points of small buildings); etc. In general what is well defined will be determined by what is plottable on the scale of the map within 1/100 inch. Thus while the intersection of two road or property lines meeting at right angles would come within a sensible interpretation, identification of the intersection of such lines meeting at an acute angle would obviously not be practicable within 1/100 inch. Similarly, features not identifiable upon the ground within close limits are not to be considered as test points within the limits quoted, even though their positions may be scaled closely upon the map. In this class would come timber lines, soil boundaries, etc.*
2. **Vertical accuracy,** *as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval. In checking elevations taken from the map, the apparent vertical error may be decreased by assuming a horizontal displacement within the permissible horizontal error for a map of that scale.*
3. **The accuracy of any map may be tested** *by comparing the positions of points whose locations or elevations are shown upon it with corresponding positions as determined by surveys of a higher accuracy. Tests shall be made by the producing agency, which shall also determine which of its maps are to be tested, and the extent of the testing.*
4. **Published maps meeting these accuracy requirements** *shall note this fact on their legends, as follows: "This map complies with National Map accuracy Standards."*
5. **Published maps whose errors exceed those aforesaid** *shall omit from their legends all mention of standard accuracy.*
6. **When a published map is a considerable enlargement** *of a map drawing (manuscript) or of a published map, that fact shall be stated in the legend. For example, "This map is an enlargement of a 1:20,000-scale map drawing," or "This map is an enlargement of a 1:24,000-scale published map."*
7. **To facilitate ready interchange and use of basic information for map construction** *among all Federal mapmaking agencies, manuscript maps and published maps, wherever economically feasible and consistent with the uses to which the map is to be put, shall conform to latitude and longitude boundaries, being 15 minutes of latitude and longitude, or 7.5 minutes, or 3-3/4 minutes in size.*

U.S. BUREAU OF THE BUDGET

ATTACHMENT 14

ENGINEERING DEPARTMENT - REAL ESTATE DIVISION PLAN REQUIREMENTS

DRAWINGS:

Individual Parcels

- Each individual parcel 8 ½" x 14" (dgn or dxf format)
- Show Calculations
 - Before
 - After
 - Taking
- All Parcels shall be closed shapes (polygons).
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

Overall Project Land Acquisition Maps

- Total project drawing in dgn or dxf format
- Indicate the following:
 - Stationing on Centerline
 - Existing Right-of-Way
 - Proposed Right-of-Way
 - Existing Easements
 - Proposed Easements
 - Existing Pavement
 - Proposed Pavement/Sidewalks/Structures
 - Existing Structures
 - Property Ownership

Color Standards

(SAMPLE)

<u>Description</u>	<u>Color</u>	<u>Line Style</u>	<u>Type</u>
Existing ROW	Red	Medium Dashed	Closed Polygon
Proposed ROW	Red	Solid	
Existing Easements	Orange	Medium Dashed	Closed Polygon
Proposed Easements	Orange	Solid	
TCE	Pink	Solid	Closed Polygon

DESCRIPTIONS:

- Microsoft Word on 3.5" Diskette or CD
- Each Description shall be complete and independent (separate file).
- Hard Copies signed and stamped by PLS.

GENERAL:

- P.K. Nails or other permanent stationing markings shall be required.
- Re-staking of right-of-way or easements may be required (See Article 4).
- All survey plats to be on Alabama State Plane Datum. Strip Maps shall indicate at least 2 monuments in place with Alabama State Plane Coordinate values shown on each.
- Parcel plats and legal descriptions shall indicate the Alabama State Plane Coordinate NAD83 Alabama East Zone Value of the point of beginning.

ATTACHMENT 15 - GIS BASE MAP

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Private Street Text	0	105	0	20	0	
3	Street Text	0	3	0	20 (or 18)	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
6	Private Streets	0	105	0			
6	Proposed Private Road	3	105	0			
7	Parking Lots	1	3	1			
7	Private Lots used as Roads	1	105	1			
8	Secondary Roads--Private	2	105	0			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts/Paved Ditches	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology - Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	Greenways	3	48	0			
16	Speed Tables	0	3	0			TCALM
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
24	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
24	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines/ refuge bdy.	6	6	1	30	1	
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	18	23	CONTRL
37	2' Topo Contour						
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			

40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	FEMA
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Billboards	0	37	1			BBOARD
51	Sanitary Sewer	0		3			
52	Sanitary Sewer Text						
53	Storm Water Features	0		3			
54	Storm Water Text						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	One Way Arrows	1	3	1			
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						